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With a Large and Compleat INDEX.

By G. BIRD, Scrivener.

All the Conveyances, and other Draughts of Consequence, were perused by the most eminent Counsel.

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Printed by E. and R. NUTT and R. GOSLING, (Assigns of E. Sayer, Esq;) for J. Stagg in Westminster-Hall, and D. Browne at the Black Swan without Temple-Bar. MDC CXXIX.

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Practising Solicitor

AND

Atorney at Law

OF THE

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Solicitor and Attorney

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Taken from the Original Papers of an English Lawyer
and published: containing more than 1000 in all
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With a Large and Complete INDEX

By G. W. A. D. Solicitor

All the Conveyances and other Papers of Conveyances
are printed by the most eminent Counsel

Printed by J. and R. N. (Printers of the Law)
at the Office of the Solicitor and Attorney at Law
and at the Office of the Solicitor and Attorney at Law

TO the READER.

I Believe I need not make any other Apology for Publishing this Volume of **PRESIDENTS**, than to acquaint the Reader they were collected during the Time of my Clerkship with Mr. *Burges*, of *London*, Scrivener, lately deceas'd, from the Draughts of Business by him done, during the Time of Forty Years Practice; and were at first intended only for my own private Use: But being confirmed in my own Observations, by the Opinion of several eminent Practisers in the Law, That all the Books hitherto published, that treat on the same Subject, were but of little Use, and failed in the End proposed. I have therefore, at the Importunity of very many, whose Judgment I could depend on, determined to print them for the general Benefit of the Publick, especially for the Use of those that practice this Branch of the Law. I must confess I have been by some very much perswaded to the contrary, fearing that thereby the Business would be made too common: But having not regarded herein so much any private Interest as a publick Advantage, I promise my self the Approbation of the Reader, and hope he will find his Satisfaction; and the rather, because the Method is entirely new, and contains more Variety than are in all the other Books of this Kind hitherto published, and with as much Brevity as the Nature of the Thing would

To the READER.

would allow of, there being not so much as one single Sentence taken out of any other Book yet in Print, as in the modern Books whole Draughts and Covenants are transcribed out of others antient and obsolete: Nor is there any Covenant, Clause, or Article, wrote twice over, but where it could not possibly be avoided; and I assure the Reader, that every Thing herein was taken from the original Draughts of Business actually done by the said Mr. Burges (who was, with great Reason, esteemed a Person not inferior to any of his Profession). And all the Conveyances, and other Draughts of Consequence, were perused by the most eminent Counsel, viz. Sir Edward Northey, Mr. Webb, Mr. Minshull, Mr. Piggot, and others. And every Sort of Presidents being under their proper Head, the Reader will the more readily find the Draught he wants; which being compared with the first under that Head, to which many Times he may be referred, he cannot err in drawing any Draught with Ease and Satisfaction to himself, and Content to those by whom he is employed. And it will be no Objection, that this Volume is swelled into a large Bulk, when it is considered, that every Branch is diversified with much Variety; from which the Reader will find this Benefit, that he will have little Occasion to consult any other Books on the same Subject, which was the chief Design of the Reader's

Humble Servant,

G. BIRD.

Agreements.

An Agreement for a Lease of a House, in Consideration of Repairs to be done, and Covenant to leave them.

Agreed the, &c. between A. B. of London, &c. of the one Part, and C. D. of, &c. of the other Part, as followeth, viz.

THE said *A. B.* in Consideration of the Rent and Covenants on the Part of the said *C. D.* to be paid and performed, doth let unto the said *C. D.* and he takes all, &c. (here insert the Premises) and all Cellars, Vaults, Warehouses, Rooms, Yards, Lights, Water-courses, Easements, and Appurtenants thereunto belonging; and free Liberty of Ingress, Egress, and Regress, to and from a Vault under the said Premises, for the Term of — Years from *Midsummer* last, at the yearly Rent of — *l.* payable Quarterly. And the said *A. B.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *C. D.* his Executors and Assigns, That he the said *A. B.* will on or before the, &c. now next, at the Charge of the said *C. D.* his Executors or Assigns, seal and execute unto him or them, at the Dwelling-house of *R. B. Scrivener* in, &c. a sufficient Lease of the said Premises for the Term, and at the Rent aforesaid: In which Lease are to be inserted and contained the like Covenants and Provisoos (*mutatis mutandis*) as are contained in the Lease, whereby the said *A. B.* holds the said Premises from *G. G.* dated the, &c. And likewise Covenants for leaving, at the End of the said Term, several Things belonging to, and being in and about the Premises, to be mentioned in a Schedule thereof, which for that Purpose the said Parties agree shall be taken and annexed to the said Lease; (and also a Covenant for the said *C. D.* laying out 30 *l.* at the least in the Repair of the Premises, which is allowed for that Purpose,) which said Lease the said *C. D.* doth hereby agree to accept, and at the same Time and Place to seal and execute a Counterpart thereof to the said *A. B.* his Executors or Assigns. And the said *C. D.* doth hereby further covenant and agree with the said *A. B.* That upon and at the Time of Executing the said Lease as aforesaid, he the said *C. D.* and *J. J.* of, &c. shall and will seal and execute to the said *A. B.* an Obligation or Covenant, with a sufficient Penalty for the said *C. D.* making good and leaving, at the Determination of the said Term, as they now are, two Partitions, one in the Warehouse, and the other in the Parlour; and likewise all the Lining of the Wall, Chimney-Piece, and other Works in the Parlour, as the same is now fitted, being right Wainscot. *In Witness, &c.*

An Agreement for Rooms and Conveniences in a House.

Agreed the, &c. between W. W. &c. of the one Part, and T. P. of, &c. of the other Part, viz.

THE said *W. W.* doth hereby let unto the said *T. P.* the several Rooms and Conveniences, being Part of, and belonging to the Dwelling-house of the said *W. W.* in, &c. herein after mentioned, *viz.* A Ground-Room, &c. (and so insert what is let) with all Lights, Ways, Passages, Commodities, and Appurtenants to the said Premises belonging, and used therewith, from *Christmas* last past, before the Date hereof, for so long Time of the said *W. W.*'s Term in his Dwelling-house, as he the said *T. P.* shall think fit to hold the said hereby letten Premises, and until the Expiration of three Months after Notice shall by the said *T. P.* be given to the said *W. W.* his Executors or Assigns, at his Dwelling-house aforesaid, for leaving the said hereby letten Premises, and determining these Presents; and the Term thereby granted at and for the yearly Rent and Sum of — of lawful, &c. to be paid Quarterly on the four usual Feasts or Quarter-Days in the Year, *viz.* *Lady-day*, &c. which said yearly Rent the said *T. P.* doth agree to pay accordingly, for so long Time, as he shall hold and enjoy the said Premises, and until the End of three Months next after Notice by him given as aforesaid, for leaving the same, and determining these Presents, and the Term thereby granted as aforesaid. And the said *W. W.* doth hereby for himself, his Executors and Assigns, covenant and agree to and with the said *T. P.* his Executors and Assigns, That he and they shall and may, at his or their leaving the said hereby letten Premises, take down, remove, and carry away all such Partitions, Wainscot, Hangings, Doors, Locks, Keys, and other Things, which he or they already have or shall, at any Time or Times, during his or their Continuance in the said Premises, make, set, or put up in or about the said Premises. *In Witness, &c.*

An Agreement for an Assignment of a Lease and Sale of Goods.

Agreed the, &c. between T. S. of, &c. Executor of the last Will and Testament of T. L. late, &c. of the one Part, and J. M. of, &c. of the other Part, as followeth, (that is to say.)

THE said *T. S.* in Consideration of the Sum of — to be paid him by the said *J. M.* as here-under is mentioned, doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said *J. M.* his Executors, Administrators, and Assigns, That he the said *T. S.* his Executors or Administrators, shall and will on or before the, &c. at the Dwelling-house of *R. B.* Scrivener in, &c. seal and execute unto, or to the Use of the said *J. M.* his Executors, Administrators, or Assigns, a good and sufficient Assignment of and in all that, &c. by Virtue of the Lease

or Leases, by which the said *T. L.* held the same, together with the said Lease or Leases, and the mean Assignments thereof, under and subject to the Rents and Covenants reserved and contained in the said Lease or Leases, by and on the Lessee's Part to be paid and performed, and with such reasonable Covenants in the said Assignment to be contained, as Counsel shall advise; and likewise a Covenant on the Part of the said *J. M.* for Payment and Performance of the yearly Rents and Covenants in the said Lease or Leases reserved and contained, and to indemnify the said *T. S.* his Executors and Administrators therefrom. And that he the said *T. S.* his Executors or Administrators, for the Considerations aforesaid, shall and will on the Day, and at the Place aforesaid, seal and execute unto the said *J. M.* a sufficient Bill of Sale of the (here mention the Goods, or else these Words) Goods mentioned in a Schedule, &c. And it is further agreed between the said Parties, that all the Goods and Commodities now in and about the said House, (for making Soap) except the *Russia* Oil, shall on or before the said, &c. be valued and appraised by two indifferent Persons, which the said Parties agree to choose for that Purpose; and shall be taken by the said *J. M.* according to such Appraisement, and paid for as here-under is mentioned. And that he the said *T. S.* his Executors, or Administrators, shall and will at the Time of executing such Assignment as aforesaid, execute and deliver a sufficient Bill of Sale of the said Goods and Commodities, unto, or to the Use of the said *J. M.* his Executors and Assigns. And the said *J. M.* for himself, his Executors, Administrators, and Assigns, doth hereby covenant, promise, and agree to and with the said *T. S.* his Executors, Administrators, and Assigns, That he the said *J. M.* his Executors, Administrators, or Assigns, shall and will on or before the said, &c. at the Place aforesaid, accept of the said Assignment of the said Lease or Leases of the said Premises, and Bills of Sale of the said Goods and Things as aforesaid; and at the same Time, and at the Place aforesaid, shall and will execute and deliver in due Form of Law, unto, or to the Use of the said *T. S.* a Counterpart of the said Assignment, and likewise an Obligation or Obligations in a sufficient Penalty or Penalties, with Surety or Sureties, to the good Liking of the said *T. S.* for Payment of the Sum of — £. and likewise such further Sum and Sums of Money, which the said Goods and Commodities so to be valued, and according to the Appraisement and Valuation thereof, as aforesaid, shall amount unto, within — Months then next ensuing. *In Witnesses,* &c.

An Agreement for a Lease and Sale of Houses to be pulled down.

Articles of Agreement indented, &c. between J. S. &c. of the one Part, and T. D. of, &c. of the other Part, as followeth, (that is to say.)

THE said *J. S.* doth hereby let unto the said *T. D.* his Executors, Administrators, and Assigns, all, &c. for the Term of — Years, from, &c. next ensuing at the yearly Rent of — payable Quarterly. And the said *J. S.* for and in Consideration of the Sum of — to be paid him by the said *T. D.* as here-under is mentioned, doth hereby grant and sell unto the said

T. D. all the Brick, Timber, Lead, Glass-Windows, Wainscot, and other Materials of the Houses and Buildings, now built and standing on the said demised Premises, and of Right belonging to the said *J. S.* and doth give him full Liberty to take down, carry away, and dispose thereof, to and for his own proper Use and Benefit. And the said *J. S.* doth hereby for himself, his Heirs, Executors, and Assigns, covenant, promise, and agree, to and with the said *T. D.* his Executors, Administrators and Assigns, That he the said *J. S.* his Heirs or Assigns, on or before the, &c. will grant and execute unto the said *T. D.* his Executors, Administrators, or Assigns, at the Dwelling-house of *R. B. Scrivener, &c.* a good and sufficient Lease of the said Wharf and Premises, with the Appurtenants for the aforesaid Term of — Years, at the yearly Rent of — payable as aforesaid: In which said Lease shall be inserted and contained all Covenants, Clauses and Provisoos, usually contained in Leases of Wharfs in *London*; and a Covenant on the Part of the said *T. D.* to pay unto the said *J. S.* his Heirs or Assigns, the Sum of — before he begins to take or pull down any Part of the said Houses or Buildings, now standing on the said Premises; and likewise another Covenant from the said *J. S.* his Heirs and Assigns, to repay the said Sum of — to the said *T. D.* his Executors or Assigns, immediately after he or they shall lay out and disburse the said Sum of — in building and finishing a new House on the said Premises, or some Part thereof, which Lease so to be granted as aforesaid, the said *T. D.* for himself, his Executors and Assigns, doth covenant and agree with the said *J. S.* his Heirs and Assigns, to accept of, and at the same Time and Place to seal and execute a Counterpart thereof to the said *J. S.* his Heirs and Assigns. *In Witness, &c.*

A short Agreement for letting a House for one Year.

Agreed the, &c. between J. B. &c. of the one Part, and J. P. of, &c. of the other Part, as followeth, viz.

THE said *J. B.* doth let unto the said *J. P.* and he takes all that, &c. for one Year from *Lady-day* now next, and for such longer Time after the Expiration of the said 1 Year, as both the said Parties shall agree, and until the End of three Months after Notice shall be given by either of the said Parties to the other of them, for leaving the said Premises, at and for the yearly Rent of — *l.* of lawful, &c. to be paid Quarterly on the four usual Feasts, or Quarter-Days in the Year, *viz. Midsummer-day, &c.* by even and equal Portions, which said yearly Rent the said *J. P.* doth hereby for himself, his Executors and Administrators, covenant and agree to pay to the said *J. B.* his Heirs, (if Freehold) (if otherwise) Executors, Administrators and Assigns, accordingly, for so long Time, as he shall hold and enjoy the said Premises as aforesaid, and until the End of the said three Months next after Notice shall be given by either of the said Parties, to the other of them, for leaving the said Premises as aforesaid. *In Witness, &c.*

An Agreement for a Purchase of a Freehold Estate.

Agreed this, &c. between J. M. &c. of the one Part, and T. H. of, &c. of the other Part, &c. as followeth; viz.

THE said J. M. in Consideration of one Guinea to him paid at sealing hereof, and of the Sum of — l. of lawful, &c. more to be paid him, as here-under is mentioned, doth hereby covenant and agree for himself, his Heirs, Executors and Administrators, to and with the said T. H. his Heirs, Executors and Assigns, that he the said J. M. and his Heirs, shall and will, at the Charge of the said T. H. his Heirs or Assigns, on or before the, &c. next ensuing the Date hereof, in due Form of Law, grant, sell, convey, and assure unto, and to and for the proper Use and behoof of the said T. H. his Heirs and Assigns for ever, All that, &c. and all the Estate, Right, Title, Inheritance, Possession, Claim and Demand whatsoever, of him the said J. M. of in and to the same in such Manner, and with such Warranty and Covenants therein to be contained, as the Counsel of the said T. H. his Heirs or Assigns shall reasonably advise and require. And the said T. H. doth hereby covenant and agree to and with the said J. M. his Heirs, Executors and Administrators, that upon sealing and executing such Conveyance and Assurance of the said Messuage and Premises, unto him and them as aforesaid, according to the true Meaning of these Presents, he the said T. H. his Heirs, Executors or Administrators, shall and will pay or cause to be paid unto the said J. M. his Heirs, Executors or Administrators, the said Sum of — l. in full for the Purchase of the said Premises. And it is agreed, that if the Counsel of the said H. shall not approve of the Title of the said J. M. to the said Premises, this Agreement to be void. And lastly, it is agreed, that the said T. H. is to have and receive to his own Use, the Quarter's Rent which will become due, and payable from the said J. M. for the said Premises at Michaelmas now next. *In Witness, &c.*

An Agreement for leaving a House, and delivering up the Lease.

Agreed the, &c. between J. L. &c. of the one Part, and A. K. &c. of the other Part, as followeth; viz.

WHEREAS the said J. L. doth now dwell in a Messuage or Tenement of and belonging to the said A. K. situate in, &c. which he holds by Virtue of a Lease granted to him from P. S. which expires on the Feast-Day of St. M. next ensuing the Date hereof. Now the said J. L. for the Considerations here-under mentioned, doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said A. K. his Heirs and Assigns, That he the said J. L. his Executors and Administrators, will, on or before the, &c. now next ensuing, leave and deliver up the actual Possession thereof unto the said A. K. his Heirs or Assigns, with all Things which

which are fixed, and belonging thereunto, and according to the Tenor of the said Lease, and will then also deliver up the said Indenture of Lease to be cancelled: In Consideration whereof, the said *A. K.* for himself, his Heirs and Assigns, doth hereby covenant and agree with the said *J. L.* his Executors and Assigns, as followeth, *viz.* That he the said *J. L.* his Executors and Administrators, shall be released and discharged from all Rent due, and which shall become due, for the said Premises, from *Michaelmas* last, to the said last Day of — next, by Virtue of the said recited Lease, any Reservation, Covenant, or Thing therein contained to the contrary, notwithstanding; and at the same Time of surrendring the said Lease to the said *A. K.* he the said *A. K.* will deliver up the Counter-part thereof to be cancelled. And further, that in Case the said *J. L.* or his Wife, or any of his Children shall happen to be sick at such the said Time of his leaving the said House and Premises, so as it may endanger his or her Life to remove there-from; in such Case, such of them as shall be so sick, shall have the Use of the Room (over such a Place) until he or she can be safely removed, without Prejudice to his or her Health; Penalty---. *In Witness, &c.*

An Agreement between two Writing-Masters for letting a House and School-Room, and leaving a certain Number of Scholars.

Agreed, &c. between J. S. &c. of the one Part, and T. C. &c. of the other Part, as followeth, viz.

THE said *J. S.* for the Consideration here-under mentioned, doth for himself, his Executors and Administrators, covenant and agree to and with the said *T. C.* his Executors and Assigns, as followeth, *viz.* That he the said *J. S.* upon or within — Days after the — Day of — shall and will deliver the actual Possession of his now Dwelling-House, known by the Sign of the Hand and Pen, in, &c. and will leave and deliver the Benefit of his School in the said House, with sixty valuable Scholars, such as pay for their Teaching, which are there now learning of the said *J. S.* to write, (and will also sell and assign all his Term and Interest in the said House, with the Forms, Standishes and Benches as now used, and standing in the Writing-School, or Room on the third Floor of the said House, unto the said *T. C.*) and will likewise deliver to him such Hangings, &c. and other Goods in the said House, not belonging to the Premises, as the said *T. C.* shall desire; which is to be taken and paid for according to the Appraisment of two indifferent Persons, to be chosen between them. And it is agreed between the said Parties, That if the said *J. S.* do not leave and deliver up the said sixty Scholars as aforesaid, what shall be wanting of that Number, he shall and will discount for them, out of the Sum of 44 *l.* here-under mentioned, in Proportion as 44 *l.* is to 60. and if the said *J. S.* do leave above the said sixty Scholars, the said *T. C.* is in such Case to advance above the said 44 *l.* for every Scholar above the said Number, according to the Proportion aforesaid. And the said *J. S.* doth further covenant and agree to and with the said *T. C.* that if he has already received, or shall before the said — receive above Half the Money, or Sum agreed for the Teaching any of the said

faid Scholars, to be delivered to the faid *T. C.* fuch Scholar or Scholars are not to be accounted of the faid Number of fixty, unlefs the faid *J. S.* pay to the faid *T. C.* fo much Money as he has, or fhall receive above the one half Part of the Sum agreed, or to be given for fuch Scholar or Scholars Teaching. And it is further declared and agreed between the faid Parties, that as many of the faid fixty Scholars which fhall go from the faid *T. C.* and leave the faid School and become Scholars again to the faid *J. S.* before the — Day of — next enfuing the Date hereof, fuch Scholars fhall not be deemed as Part of the faid Sixty; but the Discount aforefaid, fhall be allowed for the fame out of the faid 44 *l.* And laftly, the faid *T. C.* doth hereby covenant and agree to and with the faid *J. S.* That he the faid *T. C.* fhall and will, in Confideration of the feveral Matters and Things fo to be done and performed by the faid *J. S.* as aforefaid, truly pay, or caufe to be paid, the faid Sum of 44 *l.* viz. ---thereof upon delivering Poffeffion of the faid Houfe and Premiffes as aforefaid, the Remainder thereof within one Month then next enfuing, or what fhall be due of the faid 44 *l.* if any fuch Deduction or Discount are to be made thereout as aforefaid. *In Witnefs, &c.*

For doing the Shipwright's Work about a new Ship.

Agreed the, &c. between H. C. and R. S. and W. M. &c. of the one Part, and J. S. of, &c. of the other Part, as followeth, viz.

WHEREAS the faid *J. S.* by Articles of Agreement dated the, &c. laft paft before the Date hereof, hath contracted and agreed with *T. C.* of, &c. for building the Hull, or Body of a new Ship or Veffel, at his Yard in *R.* aforefaid; to be of the Dimensions, and in Manner as in the faid Articles is mentioned, and to launch the faid Ship into the River of *Thames*, on or before the laft Spring-Tide, in the Month of — next enfuing the Date thereof. *Now thefe Presents Witnefs,* That the faid *H. C. R. S.* and *W. M.* for themfelves, their Executors and Adminiftrators, jointly and feverally, do hereby covenant, promife and agree, to and with the faid *J. S.* his Executors, Adminiftrators and Affigns, That they the faid *H. C. R. S.* and *W. M.* their Executors or Adminiftrators, for the Confiderations here-under mentioned, with Timber, Plank and other Materials, to be provided by and at the Charge of the faid *J. S.* at his Yard in *R.* aforefaid, fhall and will do and perform, or caufe and procure the Shipwright's Work and Workmanfhip, which according to the faid recited Articles, is and ought to be done, for the Building and Finifhing the faid Hull of the faid Ship, to be done and performed in good, fubftantial and workman-like Manner, to the Content and good Liking of the faid *J. S.* and as he the faid *J. S.* or his Affigns fhall from Time to Time direct and appoint; and fhall and will launch the faid Ship into the River of *Thames*, on or before the laft Spring-Tide in the Month of *March* next enfuing the Date hereof; and clear the Launch, wherein the faid Ship fhall be built, immediately after launching thereof. *In Confideration* of which faid Work and Workmanfhip, fo to be done and performed as aforefaid, the faid *J. S.* for himfelf, his Executors and Adminiftrators, doth hereby covenant, promife and agree to and with the faid *H. C. R. S.* and *W. M.* their Executors, Adminiftrators

ministrators and Assigns jointly and severally, That he the said *J. S.* his Executors, or Administrators shall, and will well and truly pay or cause to be paid unto the said *H. C. R. S.* and *W. M.* their Executors, Administrators or Assigns, some or one of them, at and after the Rate of, *&c.* of lawful, *&c.* per Tun, for every Tun, for which he the said *J. S.* his Executors or Administrators, shall be paid by the said *T. C.* according to the said Articles; and shall and will pay a proportionable Part of the said Money, from Time to Time as the said Work shall be performed; and all the Residue of the said Money which shall grow due as aforesaid; and also the further Sum of 1 *l.* 1 *s.* over and above the said Money to grow due as aforesaid, within, *&c.* after Launching the said Ship. *In Witness, &c.*

Agreement for Sale of a Ship.

Agreed the, &c. between T. M. of the one Part, and T. B. of the other Part, viz.

THE said *T. M.* doth hereby covenant and agree for himself, his Executors and Administrators, to and with the said *T. B.* his Executors and Assigns, That upon Payment of the Sum of—*l.* of lawful, *&c.* by the said *T. B.* to him the said *T. M.* as here-under is mentioned, and in Consideration thereof, he the said *T. M.* his Executors or Administrators, shall and will on the, *&c.* next ensuing the Date hereof, seal, execute and deliver unto, or to the Use of the said *T. B.* his Executors and Assigns, at the Dwelling-House of *R. B.* Scrivener in, *&c.* A Bill of Sale sufficient in the Law of 29 full and equal 32 Parts of, and in all that good Ship or Vessel called the *F.* of the Burthen of about—Tuns, now at Anchor in the River of *Thames*, whereof *T.* late was Master; and of all the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Furniture, and other the Appurtenances and Things to the said Ship or Vessel belonging, with a Covenant or Warranty therein to be contained, that the said—Parts of the said Ship or Vessel, are free of all Debts, and Estates, and Incumbrances done by him the said *T. M.* or any claiming under him: And will deliver the actual Possession of the said Ship to the said *T. B.* his Executors or Assigns, immediately upon Payment of—*l.* Part of the said—*l.* as here-under is mentioned. And also that he the said *T. M.* will at his own Charge paint the said Ship. And the said *T. B.* doth for himself, his Executors, and Administrators, hereby covenant and agree to and with the said *T. M.* his Executors and Assigns, That he the said *T. B.* his Heirs, Executors, or Administrators, shall and will, at the Place aforesaid, pay the said Sum of—*l.* for the Purchase of the said twenty-nine 32 Parts of the said Ship or Vessel as followeth; *viz. &c. (so much on such a Time)* And will also accept of the said Sale of the said twenty-nine 32 Parts of the said Ship as aforesaid. And the said *T. B.* doth also covenant and agree to and with the said *T. M.* that if the said *T. M.* shall on or before the said, *&c.* next, seal, execute and deliver to him, or for his Use, a Bill of Sale, sufficient in the Law, of the remaining three 32 Parts of the said Ship with her Appurtenances, he the said *T. B.* will accept thereof, and at the same Time pay to the said *T. M.* the Sum of—*l.* for the said three 32 Parts thereof. And it is further agreed, that if any Accident, Loss, Damage, or Casualty shall happen to or of the said Ship or Vessel, or any the Appurtenances or Things thereto belonging,

at any Time after the said, &c. now Instant, and Delivery of Possession as aforesaid: The said T. B. is to bear, and shall and will stand to and bear the same, and will, notwithstanding, pay the said T. M. the said remaining Sum of ——— l. on the, &c. next as aforesaid, Penalty. In Witness, &c.

Agreement for Sale and finishing the Hull of a Ship from the Shipwright.

Articles of Agreement indented, &c. between J. T. of the one Part, and J. J. of the other Part, as followeth, (that is to say)

THE said J. T. for the Consideration, and at the Price to be paid him by the said J. J. as hereafter is expressed, doth hereby agree to sell unto the said J. J. the Hull or Body of a new Ship or Vessel, lately built by the said J. T. at his own Charge, and now in his Dock at R. aforesaid, computed to be of the Burthen of ——— Tuns, be the same more or less. And the said J. T. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said J. J. his Executors, Administrators and Assigns, That he the said J. T. his Executors, Administrators, Workmen, Servants or Assigns, shall and will at his and their own Charge, in substantial and workman-like Manner, do and perform the several Works in and about the said Hull of the said Ship as follows; that is to say, &c. (here insert the Works.) And will find and provide a compleat Suit of Masts and Yards fitting for such a Ship; and will likewise do and perform all Joiner's Work, Painter's Work, Glazier's Work, Plumber's Work, and all other Works for the compleat finishing the said Hull or Body of the said Ship, according to the Custom of the Shipwrights of the River of *Thames*; and will launch her into the River of *Thames*, and deliver her safe unto the said J. J. his Executors, Administrators or Assigns, on or before the, &c. In Consideration, and for the Purchase of which said Hull or Body of the said Ship so agreed to be sold, and of the several Works and Things to be done and performed as aforesaid, the said J. J. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said J. T. his Executors, Administrators and Assigns, by these Presents, that he the said J. J. his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid unto the said J. T. his Executors, Administrators or Assigns, so much lawful Money of *Great Britain*, as the said Ship at and after the Rate of; &c. per Tun, for every Tun, and proportionably for a lesser Quantity than a Tun shall amount unto upon Admeasurement thereof, according to the Rule and Custom of the Shipwrights of the River of *Thames*, in Manner following; viz. — l. Part thereof on the, &c. he the said J. T. his Executors, or Administrators, then and at the same Time, or at any Time sooner, at the Request of the said J. J. his Executors or Assigns, executing and delivering a sufficient Bill of Sale of the said Hull of the said Ship, with her Masts, Yards, and Appurtenances unto the said J. J. his Executors, Administrators or Assigns, or to such other Person or Persons, as he or they shall order and appoint, Penalties. In Witness, &c.

An Agreement for to go set up and build a Barge in *Russia*.

Agreed the, &c. between W. H. of, &c. of the one Part, and J. L. of, &c. of the other Part, as followeth; viz.

THE said *W. H.* in Consideration of the Sum of ——— to him in Hand paid by *T. S.* of, &c. by the Direction or Procurement of the said *J. L.* at or before Sealing hereof, on Account and in Part of the Monies to grow due, and payable for his Service, as here-under is mentioned, and which is to be allowed thereout, as hereafter is expressed, whereof he acknowledges the Receipt; and for the further Considerations here-under mentioned, he the said *W. H.* doth hereby covenant, promise and agree to and with the said *J. L.* his Executors and Administrators, That he the said *W. H.* shall and will enter on board such Ship or Vessel as the said *T. S.* shall order and give Notice of, after the Date hereof, and sail in and with the same to *A.* in *R.* and shall there, or at any other Place within the Dominions of the Empire of *Russia*, where he shall be ordered by the Correspondents or Assigns of the said *T. S.* in sufficient and workmanlike Manner, put together and set up all the Materials, Parts and Pieces of and belonging to a certain Barge now framed, built, or agreed to be built by the said *J. L.* for the said *T. S.* and which is afterwards to be taken in Pieces and carried to *A.* and there, or elsewhere in *Russia*, to be rebuilt and put together, and in substantial and workmanlike Manner, compleatly to be built, and finish the said Barge, with all the Appurtenances to her belonging, and to make her fit for Service, and to launch and deliver her in Safety unto the Correspondents or Assigns there of the said *T. S.* And the said *J. L.* for himself, his Executors and Administrators doth covenant, promise and agree, to and with the said *W. H.* his Executors and Assigns, by these presents, that in Consideration of the Works, Matters and Things so to be done and performed by the said *W. H.* as aforesaid; he the said *J. L.* his Executors, or Administrators, or the said *T. S.* his Executors, Correspondents, or Assigns, or some of them; shall and will pay and allow, or cause to be paid, unto the said *W. H.* or his Assigns, at and after the Rate of ——— *per* Week, for so long Time as he shall continue in, and until he shall be discharged from the Service aforesaid, by equal half yearly Payments as followeth, *viz.* the Moiety of each half yearly Payment unto *E.* Wife of the said *W. H.* or such other Person or Persons, as he hath or shall order and impower to receive the same in *England*, and the other Moiety of each half yearly Payment thereof, unto the said *W. H.* or his Assigns in *R.* the first of which said Payments, both in *England* and *Russia*, are to begin, and to be made at the End of six Months after the said *W. H.* shall enter on Board the said Ship, for his Transportation to *A.* as aforesaid. Nevertheless it is declared and agreed, that the said *T. S.* is to be repaid and allowed the said ——— *l.* so by him advanced and paid at sealing hereof as aforesaid, out of the first half yearly Payment, to grow due as aforesaid, and shall and may, for that Purpose, keep and retain the same, any Thing aforesaid to the contrary notwithstanding; mutual Penalties in ——— *l.* *In Witness, &c.*

An Agreement for Sailors to fail in a Ship under Forfeiture of their Wages.

KNOW all Men by these presents, That we who have subscribed our Names, or made our Marks, and set our Seals hereunto, do severally, but not jointly, nor one for the other, declare and agree, we have severally shipped our selves on board the Ship *D.* Capt. *N. T.* Commander, now in the River of *Thames*, and bound for—— and from thence to *V.* and back to *London*, at and for the several Wages mentioned herein, and inserted against our several Names here-under subscribed. And we do severally, but not jointly, nor one for the other, agree, That such of us as shall depart from, and leave the said Ship, during her said intended Voyage, and shall not perform the same (inevitable Accidents accepted), our Executors, Administrators or Assigns, shall not, nor will be entitled to, nor will have or claim any Wages or Pay, that may arise or become due to such of us as shall so leave or depart from the said Ship, during her whole Voyage, under the Command of the said Master or his Successors, or the Service of the Owner or Owners thereof; but that in such Case, the Wages of such of us as shall so desert from or leave the said Ship, shall be absolutely lost and forfeited, by Virtue of these presents. *In Witness, &c.*

An Agreement for a Pilot to guide a Ship to *Archangel*.

Agreed the, &c. Anno Dom. 1718. between B. C. of, &c. of the one Part, and S. G. of, &c. Part-owner of the good Ship or Vessel called the H. Burthen about—— Tons, now at, &c. and bound out a Voyage to Archangel in Russia, and back to London, of the other Part, as followeth; (that is to say)

THE said *B. C.* for the Considerations here-under mentioned, doth covenant, promise and agree to and with the said *S. G.* his Executors, Administrators or Assigns, by these Presents, that he the said *B. C.* upon the first Notice or Request to him in that Behalf made or given by the said *S. G.* after the Date hereof, shall and will go to *W.* and there go on board the said Ship *H.* and shall and will continue, and sail on board the said Ship, during the said intended Voyage, and until her Return and Arrival at *L.* as aforesaid: And that when the said Ship shall be in Latitude of sixty-one Degrees Northwards, he shall and will take upon him the Care of, and will navigate the same, as Pilot thereof, directly to *A.* as aforesaid, and from thence back again in her homeward Voyage, to the said Latitude of sixty-one Degrees, according to the best and utmost of his Skill and Knowledge. And that he the said *B. C.* is well skilled and understands the said Course of Navigation, to and from *A.* as aforesaid. In Consideration whereof, and of the Service to be performed as aforesaid, the said *S. G.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and

with the said *B. C.* his Executors and Assigns, as followeth, (that is to say,) That he the said *G. H.* his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid, unto the said *C. B.* his Executors or Assigns, at and after the Rate of 5 *l.* of lawful, &c. *per Month*, for every Month, that the said Ship shall be out upon the said intended Voyage, and until her Arrival at *L.* as aforesaid, and proportionably for a lesser Time than a Month, the same to begin and commence from the Time of his Entrance on board the said Ship as aforesaid; and that he the said *S. G.* shall and will bear and pay the said *B. C.*'s travelling Charges to *W.* and of the Carriage by Land of his Cloaths and Necessaries for the said Voyage; mutual Penalties in 100 *l.* *In Witness, &c.*

An Agreement between Persons to fit out a Ship to the East-Indies, and each to have an equal Share of the Profits at her Return.

WHereas *T. B.* Commander of the good Ship called the *F.* whereof *S. C.* of, &c. and *G. P.* are Part-owners, is bound out, in and with the said Ship, on a Voyage to *China*, and back again to the Port of *London*. And whereas the said *S. C. G. P.* and *T. B.* have agreed to make up together a Stock of——Sterling, to be laid out and invested in Goods for the equal Benefit of all the said Parties, for which Purpose the said *S. C.* and *G. P.* have each of them paid into the Hands of the said *T. B.* the Sum of——The Receipt whereof the said *T. B.* doth hereby acknowledge. Now therefore, it is agreed between all the said Parties, and the said *T. B.* doth hereby covenant, promise and agree to and with the said *S. C.* and *G. P.* their Executors, Administrators and Assigns, jointly and severally, that he the said *T. B.* shall and will add and make up—*l.* of his own Money to the said —*l.* paid him by the said *S. C.* and *G. P.* and that he the said *T. B.* shall and will upon the said Ship's Arrival at *China*, or in her said intended Voyage, lay out and invest the same in Goods and Merchandizes, to the most Profit and Advantage of all them the said Parties, that he can, according to the best of his Judgment, and with Respect to the Orders and Directions of the said *S. C.* and *G. P.* in and touching the same, and shall and will bring home the Effects and Produce thereof, in and with the said Ship, (the Casualties of the Seas excepted) and upon the Arrival at *London*, or any other Port in *England*, or sooner, if Opportunity shall serve, shall and will send the Invoice of the Produce of the said—*l.* to the said *S. C.* and *G. P.* their Executors or Assigns, or some of them at *London*; and will also make a just and true Account to them, or some of them, of all the Produce of the said—*l.* And it is agreed between all the said Parties, that all the Produce and Effects of the said —*l.* shall be sold and disposed of at *London*, with all convenient Expedition after Arrival thereof, for the equal Advantage of all the said Parties; and that each of them shall have and receive one full third Part of the neat Proceed thereof: And that no Benefit of Survivorship shall come unto, or be claimed by any of the said Parties, of, in or to the said—*l.* or the Proceed by the Death or Decease of either or any of them. *In Witness, &c.*

An Agreement for Freight to Leghorn.

Agreed, &c. between W. M. &c. Master of the Ship G. Burthen about—Tons now at Anchor, &c. and forthwith bound out on a Voyage to L. of the one Part, and J. J. of, &c. Merchant, of the other Part, as followeth, (that is to say.)

THE said Master for the Consideration here-under mentioned, doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said Merchant, his Executors, Administrators, and Assigns, That the said Ship shall with all Expedition be made ready, and provided in all Respects, fitting for such a Ship, and the Voyage aforesaid; and shall receive and take aboard her for the said Merchant — Pigs of Lead, and — Tanned Upper-leather Hides, and within — Days after the Date hereof, shall set Sail and depart from *Gravesend* outwards, and Wind and Weather serving, shall sail directly to *L.* and within — Days after her Arrival there, shall unlade and deliver the same unto the Factors or Assigns of the said Merchants, (the Dangers of the Sea, and the Restraint of Princes and Rulers always excepted:) And the said Merchant for himself, his Executors, or Assigns, doth hereby covenant and agree to and with the said Master, his Executors and Assigns, that he the said Merchant, his Executors, Factors, or Assigns, shall and will lade or tender the said — Pigs of Lead, and — Tanned Upper-leather Hides to be laden aboard the said Ship, and receive and discharge the same from aboard her at *L.* within the respective Times therefore limited. And will truly pay, or cause to be paid unto the said Master, his Executors or Assigns, for Freight thereof, at and after the Rate of — Dollars *per* Pig for the said Lead, and at and after the Rate of — for every Hundred Weight of the said Leather, immediately after a right Discharge and Delivery thereof at *Leghorn* aforesaid, with Primage and Average accustomed, and two third Parts of all Port-Charges to grow due during the said Voyage; the other third Part thereof to be paid by the said Master; Penalties. *In Witness, &c.*

An Agreement for Freight for — Tons to Leghorn.

WHEREAS *R.* of, &c. Master of the good Ship or Vessel called the *S.* Burthen about — Tons, hath by the Charter-Party dated, &c. let unto *T. S.* of, &c. — Tons of the said Ship's Tonnage, for her intended Voyage to *A.* and thence to *L.* to be laden with Hides within the Time, and in manner as in the Charter-Party is mentioned, for which the said *T. S.* is to pay, &c. *per* Ton for Freight, and Primage, and Average, as accustomed; as thereby, Relation being thereunto had, may appear. Now these Presents witness, That the said *T. S.* doth hereby let unto *J. H.* of, &c. Merchant — Tons of the said — Tons of the said Ship's Tonage to him, letten by the said recited Charter-Party, to be laden in Hides by the said *J. H.* at the Time, and in Manner, and at the same Rate for Freight,

Freight, as the said *T. S.* is by the said Charter-Party obliged, and hath thereby covenanted to load and pay for the same: And the said *J. H.* doth therefore hereby covenant and agree for him, his Executors and Administrators, to and with the said *T. S.* his Executors and Assigns, That he the said *J. H.* his Executors, Factors, or Assigns, shall and will at *A.* lade the same — Tons of Hides aboard the said Ship to him thereby letten, and unlade the same at *L.* within the respective Times limited, and appointed by the said Charter-Party; and will pay Freight for the same, and all other Payments to the said Master of the said Ship, his Executors or Assigns at *L.* and perform all other Matters in Respect thereof, at the same Times, and in Manner, as by the said Charter-Party is mentioned, and ought to be done and performed by the said *T. S.* and thereof, and therefrom, and from all Actions, Suits, Payments and Damages, by Reason thereof shall and will discharge, and keep harmless the said *T. S.* his Heirs, Executors, and Administrators, and every of them. *In Witness, &c.*

An Agreement for Freight to the Canaries.

THIS Writing indented, &c. between, &c. *J. P.* Master of the Ship *P. Burthen* about — Tons, now bound out for the *C.* Islands, of the one Part, and *A. K.* of the other Part, Witnesseth, That the said Master for himself, his Executors, and Administrators, doth hereby covenant and agree to and with the said Merchant, his Executors, and Assigns, as followeth, (that is to say) That he the said Master will receive and take aboard the said Ship at the *C.* during her Stay there, in this her present intended Voyage thither, three Tons, or a greater or lesser Quantity either of Wines or Orchelia in Bags, as the Factors or Assigns of the said Merchant shall tender to be laden aboard the said Ship, within — Days after her Arrival there, and shall and will deliver all the said Goods and Merchandizes, which shall be laden aboard the said Ship, unto the said Merchant, or his Assigns at *London*, on the said Ship's Arrival there, (the Casualties and Dangers of the Seas always excepted): And the said Merchant doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said Master, his Executors and Assigns, as followeth; (that is to say) that he the Merchant, his Executors or Administrators, shall and will pay to the said Master, his Executors or Assigns, Freight for what Wines or Orchelia shall be laden aboard the said Ship as aforesaid, and delivered to the said Merchant at *London*, as followeth, *viz.* at the Rate of — *l.* Sterling *per* Ton for Wines, accounting two Pipes to a Ton, and after the Rate of — Sterling *per* Ton for Orchelia, accounting — *lib.* Weight neat to the Ton, and proportionably for a lesser Quantity than a Ton, according to the Weight thereof at the King's Beam, at the Custom-house, *London*, within — Days next after a right Discharge and Delivery thereof from aboard the said Ship, unto the said Merchant, his Executors or Assigns in *London*, with Primage, and Average, and Port-charges, as customary; and in Case the said Factors of the said Merchant, at the *Canaries*, shall not within the said — Days after her Arrival there, lade or tender to be laden about the said Ship any Goods; and the said Master shall not otherwise compleat the said Ship's Tonnage there, then he the said Merchant, his Executors and Administrators, shall and will pay to the said Master, at his Arrival at *London* — *l.* for dead Freight, and

and which is to be in full of all other Pretences, Claims and Demands, for or in Respect of Freight for the said Voyage, by Virtue of any Covenant or Agreement herein contained, any Thing aforesaid to the Charter-party, notwithstanding; Penalties. *In Witness, &c.*

An Agreement for Freight of 4 Tons of Orchelia from the Canaries.

THIS Writing indented between *J. K. &c.* Master of the Ship *P.* Burthen about — Tons, now bound to the *C.* of the one Part, and *A. K.* of, *&c.* Merchant, of the other Part, Witnesseth, That the said Master doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said Merchant, his Executors and Administrators, that he the said Master will within — Days after the said Ship's Arrival at the *C.* receive on board the said Ship, the Quantity of 2 Tons of Orchelia in Bags, if the Factors or Assigns of the said Merchants shall give Notice to the said Master of their Loading the said 2 Tons of Orchelia, within — Days next after the said Ship's Arrival there, (the Dangers of the Seas, and Enemies always excepted): And the said Merchant doth hereby for himself, his Executors, Factors, and Administrators, covenant and agree to and with the said Master, his Executors and Assigns, that his Factors or Assigns, shall and will within the said — Days after the said Ship's Arrival at the *C.* give Notice to the said Master, whether he will lade the said 2 Tons of Orchelia or not, within the said thirty Days after the said Ship's Arrival there; and that the said Merchant, his Executors or Administrators, shall and will pay to the said Master, or his Assigns, Freight for what Orchelia shall be laden on board as aforesaid, and deliver to the said Merchant at *London*, at the Rate of — *l.* Sterling *per* Ton, accounting 20 *lib.* Weight neat to a Ton, and proportionably for a lesser Quantity, according to the Weight thereof, at the King's Beam, at the Custom-house, *London*, within — Days next after Discharge and Delivery thereof, from aboard the said Ship, unto the said Merchant, his Executors, or Assigns, in *London*, with Primage and Average accustomary; Penalty. *In Witness, &c.*

An Agreement for — Tons of Orchelia from Oratava, and to carry outwards Goods, and the Master to sell them for the Purchase of the said Orchelia or Wines, if no Orchelia can be bought there.

THIS Writing indented made, *&c.* between *R. &c.* Master of the good Ship or Vessel called the *P.* Burthen about — Tons now at, *&c.* and bound out on a Voyage to *O.* in the Island of *Teneriff*, and thence to return to the Port of *London* of the one Part, and *A.* of, *&c.* of the other Part, Witnesseth, That the said Master doth hereby let unto the said Merchant Tonnage in the said Ship, for her said intended Voyage; and the said Merchant hath hired the same as here-under is mentioned; and thereupon the

the said Master doth hereby for himself, his Executors, Administrators, and Assigns, covenant and agree to and with the said Merchant, his Executors, Administrators, and Assigns, That the said Master shall and will receive on board the said Ship, all such Goods as the said Merchant shall lade, or tender to be laden aboard her outwards, before the said Ship's Departure from *G.* outwards, not exceeding — Tons of the said Ship's Tonnage; and that the said Master will on the said Ship's Arrival at *C.* aforesaid, sell and dispose of the said Goods, which the said Merchant shall so lade on board the said Ship, in the Purchasing and Buying of — Tons of Orchelia Weed for the said Merchant, or as much as can be bought and purchased for the said Goods, or otherwise in the Purchasing of Wines, if no Weed can be gotten according to the Orders of the said Merchant, and for his most Advantage to the best of the Skill and Judgment of the said Master; and that the said Master will take and lade aboard the said Ship at *O.* aforesaid, all such Orchelia Weed or Wines, which shall be so bought and purchased with or for the said Goods, which shall be laden aboard the said Ship, by the said Merchants outwards, as aforesaid, within the Time of the said Ship's Stay at *O.* aforesaid; and within — Days after the said Ship's Arrival at *L.* shall and will deliver, or cause all the said Weed and Wines so to be purchased, and laden on board the said Ship as aforesaid, to be delivered to the said Merchant, his Executors or Assigns, (Wind and Weather, &c.) And the said Merchant, for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said Master, his Executors, Administrators and Assigns, that he the said Merchant, his Executors or Administrators, shall and will, well and truly pay, or cause to be paid unto the said Master, his Executors or Assigns, Freight for all such Goods, which shall be bought and purchased with the said Merchants outward Goods, and laden on board the said Ship, and delivered to the said Merchant, in the River of *Thames*, at and after the Rates following, *viz.* at and after the Rate of — *l.* of lawful, &c. *per* Ton, for every Ton of Orchelia Weed, and at and after the Rate of — of like Money *per* Ton, for every Ton of Wines, which the said Ship shall import, and deliver to the said Merchant, his Executors or Assigns, at the Port of *London*, and proportionably for a lesser Quantity than a Ton, accounting of Orchelia Weed 20 *lib.* Weight neat, at the Queen's Beam at the Customhouse, *London*, to a Ton; and of Wines two Pipes, or four Hogsheads to the Ton, and will pay the said Monies to grow due as aforesaid, &c. mutual Penalties. *In Witness, &c.*

An Agreement for — Lafts of Pot-ashes from *Dantzick*.

Agreed, &c. between J. F. of, &c. Master of the Ship F. Burthen about — Tons, now, &c. bound out on a Voyage to D. and back to London, of the one Part, and H. L. and J. L. of, &c. Merchants, of the other Part, as followeth, viz.

THE said Master for the Considerations here-under mentioned, doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said Merchants, their Executors and Assigns, jointly and severally, that the said Ship within the Time of her Stay at *D.* for her other Lading, shall receive and take aboard her for the said Merchants — Lafts of Pot-ashes; and within — Days after her Arrival at *London*, will unlade and deliver the same unto the said Merchants, their Executors or Assigns, (the Dangers of the Seas, and the Restraint of Princes and Rulers excepted;) and the said Merchants for themselves, their Executors and Administrators, do hereby jointly and severally covenant and agree, to and with the said Master, his Executors and Assigns, that they the said Merchants, their Executors, Factors or Assigns, will lade or tender the said — Lafts of Pot-ashes to be laden aboard the said Ship at *D.* aforesaid, within the Time of her Stay there as aforesaid, and within the — Days after her Arrival at *London*, will receive and discharge the same from aboard her; and will likewise truly pay, or cause to be paid unto the said Master, his Executors or Assigns, at and after the Rate of — *l.* Sterling *per* Last, for every Last thereof, accounting the Lastage according to Custom, within — Days after a right Discharge and Delivery thereof as aforesaid, with Primage and Average accustomed, and — *per* Last for Caploggen, for his Care of the said Goods during the said Voyage; Penalty. *In Witness, &c.*

An Agreement for Freight to *Archangel*.

Agreed, &c. between G. W. and T. S. Freighters of the good Ship or Vessel called the G. Burthen about — Tons now, &c. for a Voyage to A. and back to London, of the one Part, and J. W. of the other Part, viz.

THE said *G. W.* doth hereby let unto the said *J. W.* Tonnage in the said Ship for — Tons, to be laden at *A.* in Hemp; and the said *T. S.* doth hereby let unto the said *J. W.* Tonnage, for — Tons more to be laden with Hemp as aforesaid; and therefore the said *J. W.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *G. W.* and *T. S.* their Executors, Administrators and Assigns, severally and respectively, that the said *J. W.*'s Factors or Assigns at *A.* shall and will within — Days appointed for the said Ship's Stay at *D* *A.* by

A. by Charter-Party to them made in that Behalf, lade or tender to be laden aboard her as much Hemp, as will lade the said several Parts of the said Ship's Tonnage, to him by the said *G. W.* and *T. S.* severally letten as aforesaid; and with all convenient Speed after the said Ship's Arrival at *London*, will receive and discharge the same out of her; and will pay Freight for the same unto the said *G. W.* and *T. S.* their Executors or Administrators respectively, or unto the said *G. P.* Master of the said Ship on their Behalf, within — after Delivery thereof, at and after the Rate of — *per* Ton for every Ton thereof, accounting 20 *lib.* Weight neat to the Ton, with Primage and Average accustomed. *In Witness, &c.*

An Agreement for Freight for — Tons to *Archangel*.

Agreed, &c. between E. H. and J. V. of, &c. Merchants, Freighters of the good Ship called the A. S. M. Master, now on a Voyage to A. in Russia of the one Part, and R. H. of, &c. Merchant, of the other Part, viz.

THE said *E. H.* and *J. V.* do each of them let unto the said *R. H.* — Tons of the said Ship's Tonnage, for her homewards Voyage from *A.* to *London* at the Freight, and to be laden as here-under is mentioned; And therefore the said *R. H.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *E. H.* and *J. V.* their Executors, Administrators and Assigns, jointly and severally, that his Factors or Assigns at *R.* shall within — Days after the Arrival of the said Ship there, lade or tender to be laden aboard her Goods and Merchandizes for her full loading, the said — Tons of the said Ship's Tonnage — Tons whereof is to be and shall be laden in Kentillage Goods, (Oil and Yarn excepted) and the remaining — Tons thereof in Hemp; and that he will receive and discharge the same with all convenient Expedition after the said Ship's Arrival at *London*; and shall and will also truly pay, or cause to be paid unto the said *E. H.* and *J. V.* Freight for the said Tonnage to him letten as aforesaid, for every Ton of Goods, which shall be imported by the said Ship for the said *R. H.* to *London*, within — Days after a right Discharge and Delivery thereof, as followeth, (*viz.*) after the Rate of — *l.* Sterling *per* Ton for Hemp, and at and after the Rate of — *l.* *per* Ton, for every Ton of Kentillage Goods, accounting the Tonnage of all the said Goods at 20 *lib.* Weight neat to a Ton, with Primage and Average accustomed, and a Proportion according to his said Tonnage of two third Parts of all Port-charges, to grow due during the said Voyage. *In Witness, &c.*

An Agreement for Freight of Timber.

Articles of Agreement, &c. between J. S. of, &c. Merchant, Owner of the several Ships or Vessels here-under mentioned of the one Part, and G. H. of, &c. of the other Part, as followeth, (that is to say.)

WHEREAS the said G. H. hath contracted with the Commissioners of her Majesty's Navy, to deliver into her Majesty's Yard at P. a Parcel of Timber of thick Stuff, Plank and Knees, containing about — Loads, on or before the, &c. which will be in the Year, &c. Now the said J. S. for the Considerations here-under mentioned, doth hereby for himself, his Executors, Administrators and Assigns, covenant, promise, and agree to and with the said G. H. his Executors, Administrators and Assigns, by these Presents, as followeth, (that is to say), That the several Ships or Vessels hereafter-mentioned, viz. the J. E. C. Master, (and so with the rest) and fitted and ready for the Service here-under mentioned, shall with all convenient Speed after the Date hereof, set Sail and depart from R. aforesaid, and sail and proceed directly to K. near the City of B. and shall there, &c. and take aboard them severally all such Timber as the Agents or Assigns of the said G. H. shall lade or tender to be laden aboard each of the said Ships; and being so severally laden, shall set Sail and depart from H. aforesaid, and sail and apply directly unto the Queen's Yard at P. and shall there make a right Discharge and Delivery of their respective Lading unto such Officers of the said Yard, as shall be appointed to receive the same; and that the said Vessels, or such one or more of them as shall be needful, or required by the said G. H. shall with all convenient Speed after such their Delivery and Discharge at P. aforesaid, sail, go, and return to H. as aforesaid, and there receive and take aboard all the Remainder of the said Timber; and being so laden, shall sail to the Queen's Yard at P. and there make a right Discharge and Delivery thereof as aforesaid, and end and finish their said Service, (the Dangers of the Seas, and the Restraint of Princes always excepted): And further, that neither the Masters of the said several Vessels, nor any of the Sailors or Ships Companies belonging to them, or any of them, or any other Person or Persons whatsoever, by their or any of their Order, Means, Privy, or Consent, shall or will cut, saw, or otherwise prejudice, or suffer to be cut, sawed, or prejudiced any Pieces of the said Timber, or any Part thereof for the better Conveniency of Stowage, or any other Reason whatsoever, but deliver the same at the Yard at P. aforesaid entire, and in the same Manner as they were laden and received on board the said Vessels at H. aforesaid: In Consideration whereof the said G. H. for himself, his Executors, Administrators and Assigns, doth covenant, promise, and agree to and with the said J. S. his Executors, Administrators and Assigns, by these Presents, that he the said G. H. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators, or Assigns, or to his or their Order in London, for the Freight or Hire of the said Ships, at and after the Rate of — l. of lawful, &c. per Load for every Load of the said Ship's Timber, which shall be delivered at the Queen's Yard at P. aforesaid, from all or any of the said Ships or

Vessels respectively, according as the Timber which each Vessel shall carry and deliver, shall measure by the usual Way of Measurement thereof, by the Officers of the Navy, which the said *G. H.* is to be concluded by: And to pay the Freight to grow due for the said several Ships, within—— Days after the Delivery of each Ship respectively. And that he the said *G. H.* his Executors and Assigns, shall and will at his and their own Charge, procure Protections for a sufficient Number of Men to sail the said Ships, during the Time they shall be employed in the said Service. And it is declared and agreed between the said Parties, that in Case any small Parcel of the said Timber, shall at any Time be refused, and not measured by the Officers of the Yard at *P.* aforesaid; in such Case the said *J. S.* his Executors or Assigns are not to be paid, nor shall or will expect, or demand any Freight or other Consideration for the Carriage of any such small Parcel of the said Timber, which shall be refused as aforesaid. And lastly, It is declared and agreed by and between the said Parties, that the said *J. S.* is to have and shall take the Benefit of the Convoy, which the said *G. H.* by Agreement with the Commissioners of the Navy, is to have and be allowed, as other Ships in the like Service have, and is usual for the said Service and Voyage; Penalties. *In Witness, &c.*

An Agreement to carry Passengers in a Ship beyond Sea.

Agreed, &c. between J. G. Master of the Ship called the E. bound out on a Voyage to P. of the one Part; and H. K. J. L. and H. M. for themselves, and for and on the Behalf of about—— other Persons, Men, Women and Children (of their Country) who shall be transported in the said Ship and Voyage for P. of the other Part, as followeth, viz.

THE said *J. G.* doth covenant and agree to and with the said *H. K. J. L.* and *H. M.* that such and so many of the said Persons so to be transported, by or for whom the said *J. G.* shall receive or be paid the Sum of —— *l.* Sterling, *per* Head for each Passenger, Men, Women and Children, accounting two Children under ten Years of Age, but as one Child or Person, and 4 sucking Children as none, at or before his or their Entrance on Board the said Ship, he the said *J. G.* will receive him, her, and them, by or for whom he shall be so paid as aforesaid, on board the said Ship before her Departure from *D.* outwards, and a Chest or Trunk for each Passenger, and in Consideration thereof will provide them with Cabins and convenient Room for Lodging, and wholesome and sufficient Victuals and Provisions, during the said Voyage, and will with all convenient Speed depart from and out of the River of *Thames*, and go either North about *Scotland* in Company with the *Russia* Convoy, or through the Channel with some other Convoys, and sail and apply directly to the City of *P.* in *P.* and there will deliver the said Passengers, and their Chests, Trunks and Goods ashore, without paying or allowing any other Charge than the said —— *l.* *per* Head as aforesaid, (the Dangers of the Seas, Enemies, and the Restraint of Princes excepted). And the said *J. G.* doth hereby acknowledge to have received a Bill for —— *l.* drawn upon, or payable by *H. W.* which Sum is in Part of what he shall receive for so many of the said Passengers,

for whom the said — *l. per Head* shall be paid, as aforesaid, and is to be allowed accordingly. *Witness, &c.*

Memorandum, It is agreed, That the said Master shall receive the said Passengers aboard within — Days from the Date hereof, and that they shall go on Board at any Time within that Time upon — Days Notice by the said Master.

An Agreement for a Ship's Voyage, and to seal a Charter-Party.

Agreed the, &c. between J. P. of &c. Master of the good Ship, or Vessel called the P. Burthen about — Tuns, now at Anchor in the River of Thames, of the one Part, and R. R. of &c. Merchant, of the other Part, as followeth, viz.

THE said *J. P.* for himself, his Executors and Administrators, in Consideration of the Freight here-under mentioned, doth hereby covenant and agree to and with the said *R. R.* his Executors and Assigns, That if on or before the, &c. the said *R. R.* shall and do procure and deliver to the said *J. P.* a Passport for the said Ship to sail to, &c. and back to *London*, without being taken by the *French Privateers*, or Men of War, that then, and in such Case he the said *J. P.* shall immediately thereupon let to the said *R. R.* and such other Merchants as the said *R. R.* shall name, such Parts of the said Ship's Tunnage as he shall order and appoint for a Voyage to be made with her to *Archangel*, and back to *London*; and that in such Case the said Ship shall be sufficiently fitted and provided, and shall carry — Guns, and — Men, and shall receive aboard her such Goods as the said Merchant shall lade outwards; and with the first Opportunity of Wind and Weather after the, &c. now next, shall sail from *Gravesend* for *Archangel* aforesaid, and take in for the said Freighters her Lading of, &c. according to their Proportions of her Tunnage, and stay there — Days, and with the first fair Wind afterwards sail and return to *London*, and deliver her said Lading at the Rate of — Sterling *per Tun* for, &c. and — *per Tun* for Primage, and Caploggen upon all the said Goods; and the Freighters to pay Two third Parts of all Port-charges; and to account of — Goods — to the Tun; and of all other Goods 200 Weight neat to a Tun: And that he the said *J. P.* will upon Request in that Behalf seal and execute unto the said Merchants a Charter-Party for the Voyage, and upon the Terms, and according to the Agreements aforesaid, to be drawn and prepared by *R. B.* Scrivener. And the said *R. R.* doth hereby covenant and agree to and with the said *J. P.* his Executors and Assigns, that the said *R. R.* and other Merchants which he shall procure, shall and will, in such Case as aforesaid, hire and take to freight all, or such Parts of the said Ship's Tunnage, as shall be mentioned in, or subscribed to the said Charter-Party for the said Voyage, and upon the Terms and Conditions before mentioned: And that he the said *R. R.* and the said Merchants which shall so take Tunnage in the said Ship, shall and will at the Place aforesaid seal and execute to the said *J. P.* a Counterpart of the said Charter-Party, so to be by him sealed at the same Time of his executing thereof, as aforesaid; mutual Penalties. *In Witness, &c.*
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An Agreement for a Ship's Voyage to *Russia*, and to seal
Charter-party.

Memorandum, *It is agreed, &c. between R. W. &c. for and on the Behalf of T. S. of, &c. Master of the good Ship or Vessel called the L. Burthen about — Tuns, now at N. of the one Part, and the several Persons who have signed and sealed these Presents, Merchants of London, of the other Part, as followeth; viz.*

THE said *R. W.* doth hereby covenant and agree to and with the said several Merchants, That the said Ship shall sail with the first Convoy for *A.* in *Russia*, and there take in the several Quantities of Pot-ashes, Hemp, or other Goods which the said Merchant shall respectively subscribe for with their Names to these Presents within the Time of the Convoy's Stay there, and return with the said Convoy to the River of *Thames*, and deliver and end her Voyage at the Rate of — *per Tun* for Pot-ashes, and — *per Tun* for Hemp and other Goods, accounting the Tunnage thereof as usual, with — *per Tun* for Primage and Caploggen; and will also pay Average accustomed: And that the said Master shall within — after the Date hereof at the dwelling House of *R. B. &c.* execute in due Form of Law a Charter-Party to the said Merchants of the said Ship for performing the said Voyage according to the true Meaning hereof; one Part of which said Charter-Party the said Merchants do also severally agree at the same Time to seal and execute to the said Master. *In Witness, &c.*

An Agreement for a Purser's Servant.

This Writing indented, &c. between A. B. and C. B. Son of the said A. B. of the one Part, and R. G. of, &c. bound out on a Voyage to E. as Purser on Board the Ship S. L. M. Commander, of the other Part.

WHEREAS the said *R. G.* at the Request of the said *A. B.* and the said *C. B.* her Son, hath taken the said *C. B.* to be his Servant on Board the said Ship, during the said Voyage; and therefore for the Considerations here-under mentioned, the said *A. B.* doth for herself, her Executors and Administrators undertake for her said Son, and covenant, promise and agree to and with the said *R. G.* his Executors and Assigns by these Presents, that the said *C. B.* shall on or before the, &c. now next go on Board, and sail, and go in and with the said Ship, and serve the said *R. G.* during her said intended Voyage to *E.* and until the End of — Days after the said Ship's Return to *London*; and during the said Time shall, according to the best of his Skill and Knowledge, do all such Service and Business for the said *R. G.* relating to his said Office or Employment of a Purser, as well on Board the
said

faid Ship, as on Shore, as he the faid R. G. shall from Time to Time order and require, and shall from Time to Time, when required, make and give a just and true Account in Writing, and discharge himself of, for and from, and likewise deliver to the faid R. G. his Executors and Administrators all Monies, Goods and other Things which he shall from Time to Time receive, or which shall be committed or come to his Care, Custody or Disposition of or belonging to the faid R. G. his Executors, or Administrators; or wherewith he or they shall be charged, or chargeable. To all which Matters and Things to be performed as aforesaid, the faid C. B. doth hereby consent, and agree to do accordingly, testified by his Signing and Sealing hereof. And the faid R. G. for himself, his Executors and Administrators doth hereby covenant and agree to and with the faid A. B. her Executors and Assigns before the Departure of the faid Ship from *Gravesend* at his own Charge to provide the faid C. B. with convenient Apparel, and if required by the faid C. B. to instruct him in the Art of Navigation in the best Manner that he can. *In Witnes, &c.*

An Agreement for a Chirurgeon to go to *Virginia*, and there to practice Physick and Surgery.

Articles of Agreement indented, &c. between G. S. of the one Part, and F. G. of the other Part; as followeth; (that is to say)

THE faid F. G. for the Considerations hereunder mentioned doth covenant, promise and agree to and with the faid G. S. his Executors and Administrators, that he the faid F. G. shall and will go in and with such good Ship or Vessel as the faid G. S. shall provide for *Virginia*, and upon his Arrival there shall and will abide and continue with the faid G. S. at *Virginia* for the Term of — Years, to be accounted from his Arrival at *Virginia* aforesaid; and there will at all Times, during the faid Term, diligently and to the utmost of his Skill and Ability exercise and employ himself in the Practice of Physick and Chirurgery for the most Benefit and Advantage that he can: And that he the faid F. G. shall and will from Time to Time upon Request of the faid G. S. give a just and true Account in Writing, of his faid Practice, and of what Fees or Allowance in Money, or otherwise he shall or ought to receive, or be allowed *bona fide* in or by his faid Practice, or for doing or performing any Cure, or other Matter or Thing relating thereunto: And likewise that he the faid F. G. shall and will pay unto, or permit the faid G. S. to receive the full Moiety, or half Part of all Fees or Allowance which shall arise, become due, and be gotten by the faid F. G. by, for or in respect of his Practice as aforesaid, to his own Use. And in Consideration of the several Matters and Things to be performed by the faid F. G. as aforesaid, the faid G. S. doth hereby covenant and agree to and with the faid F. G. that he the faid G. S. shall and will at his own Charge pay for the Passage of the faid F. G. to *Virginia*, and there at his own like Charge find and provide unto and for the faid F. G. Medicines and Instruments meet and sufficient for the Practice of Physick and Chirurgery, and likewise Meat, Drink, Washing, and

and Lodging; and will also provide him a Horfe, to go to, or visit his Patients, when Occasion fhall require. And it is laftly agreed, That if either of the faid Parties depart this Life before the Expiration of the faid — Years, then this Agreement to be void. *In Witnefs, &c.*

An Agreement between a Chirurgeon and a Captain.

Articles of Agreement indented, &c. between E. P. &c. Master of the good Ship or Veffel called the O. of the one Part, and E. W. &c. Chirurgeon of the other Part, as followeth; (that is to fay)

THE faid *E. P.* for the Considerations here-under mentioned doth covenant, promife and agree to and with the faid *E. W.* his Executors and Adminiftrators, That the faid *E. P.* fhall and will at the faid Ship's Charge find, provide and allow unto and for the faid *E. W.* in the faid Ship or Veffel during her intended Voyage to *Co. in Ireland*, and thence to *Jamaica*, his Lodging in the Cabin belonging to the Chirurgeon, and likewise his Diet, and all other Accommodations fitting for his Paflage in the faid intended Voyage. *In Consideration* whereof the faid *E. W.* doth hereby for himfelf, his Executors and Adminiftrators covenant, promife and agree to and with the faid *E. P.* his Executors and Adminiftrators by thefe Presents, as followeth; that is to fay, That he the faid *E. W.* fhall and will during the faid intended Voyage at his own Coft and Charges find, provide and allow unto and for the faid *E. P.* and all other the Ship's Company taken in at *England* all fuch Medicines in Phyfick and Chirurgery, as fhall be proper and needful during the faid intended Voyage, and according to the beft and utmoft of his Skill and Knowledge adminifter and apply the fame. And it is agreed by and between the faid Parties for themfelves, their Heirs, Executors and Adminiftrators, that what Paffengers and Servants the faid *E. P.* fhall take in, and fhall at *Ireland*, fhall be fupplied with Medicines out of the Cheft of Medicines belonging to the faid Ship, or Veffel; but that the faid *E. W.* fhall and will adminifter and apply the fame as Need fhall require. And further, That the faid *E. W.* for the Considerations aforefaid fhall and will at his own like Cofts and Charges, upon the faid Ship's Arrival at *Jamaica*, and during her Continuance there find, provide and allow unto and for the faid *E. P.* and the faid Ship's Company fhift at *England* as aforefaid, all fuch Medicines in Phyfick and Chirurgery as fhall be proper and needful, and adminifter and apply the fame, fo as the fame do not exceed — Weeks after her Arrival there. But it is agreed, That if the faid Ship fhall continue and abide at *Jamaica* longer than the faid — Weeks, in fuch Cafe the faid *E. P.* and the Ship's Company, fhift at *England* as aforefaid, are to be, and fhall be furnifhed and fupplied with Medicines out of the Cheft of Medicines belonging to the faid Ship or Veffel, and the faid *E. W.* is only to adminifter and apply the fame; Penalties. *In Witnefs, &c.*

An Agreement to go to *Russia*, and enter into Service.

Agreed the, &c. between W. V. of, &c. of the one Part, and T. S. of, &c. of the other Part, as followeth, viz.

THE said *W. V.* doth covenant and agree to and with the said *T. S.* his Executors, Administrators and Assigns, That he the said *W. V.* upon the first Notice to him given by the said *T. S.* after the Date hereof, will go on Board such Ship as the said *T. S.* shall order, and sail in and with the same to *A.* in *Russia*; and upon his Arrival there will enter into and for the Space of two Years, to be accounted from his Arrival at *A.* continue in the Service of the said *T. S.* or any other Person, or Persons, either at *A.* or elsewhere in the Dominions of the Emperor of *Russia*, as he or his Correspondents there shall appoint. And will perform the Art and Business of Gathering and Blowing of Flint-glasse, and all other Works belonging to a Servitor in the Making of Glasse: And the said *T. S.* for himself, his Executors and Administrators doth hereby covenant and agree with the said *W. V.* That if he the said *W. V.* shall go on Board and sail in and with such Ship or Vessel the said *T. S.* shall order and direct him for *A.* aforesaid: And upon his Arrival there shall enter into, and continue in the Service of the said *T. S.* or any other Person or Persons at *A.* or elsewhere in the Dominions of the Emperor of *R.* and there perform the Art and Business before mentioned for the Time aforesaid, he the said *T. S.* his Executors, Administrators or Assigns will pay, or cause to be paid unto the said *W. V.* during the said two Years, to be accounted as aforesaid, but not longer; or for so long Time thereof as he shall continue in the said Service, the Sum of 30 Rubles *Russia* Money per Month; the first Month thereof to be made at the End of one Month from his Arrival at *A.* to be accounted as aforesaid: And will pay the Charge of his Passage to *A.* And each of them the said Parties do hereby agree, within ——— Months after the Date hereof, to seal and execute Articles of Agreement to the Effect aforesaid. *In Witness, &c.*

An Agreement for a Merchant's Book-keeper to go beyond Sea.

Articles of Agreement indented, &c. between S. M. Senior of, &c. and S. M. Junior of, &c. of the one Part, and J. S. Son of H. S. of, &c. of the other Part, following; (that is to say)

THE said *J. S.* for the Considerations here-under mentioned, doth covenant, promise and agree to and with the said *S. M. Jun.* his Executors, Administrators and Assigns by these Presents, That he the said *J. S.* shall and will, when required by the said *S. M. Sen.* go aboard and sail in and with such Ship or Vessel as shall be provided in that Behalf for *Gib'* aforesaid; and immediately upon his Arrival there will enter into the Service of, and for, and during the Term of three Years, to be accounted from his Arrival at

E

G.

G. afore said, will continue with the said S. M. Jun. and diligently and faithfully to the utmost of his Ability imploy himself in, and do, and perform all such Business and Service at G. afore said, or elsewhere, as well in keeping the Books and Accounts of the said S. M. Jun. or otherwise relating to the Trade and Business of a Merchant, which the said S. M. Jun. now useth at Gib. as he the said S. M. Jun. shall from Time to Time direct and order: And that he the said J. S. shall and will from Time to Time render and give a just and true Account, and discharge himself of, for, and from all Monies, Goods, Bills, Accounts and Things whatsoever, which shall come into his Charge, Care or Disposition, during the said Term, of or belonging to the said S. M. Jun. his Executors, or Administrators, or any other Person or Persons whatsoever, wherewith he or they shall, or may be chargeable; and that he will keep the Secrets of his said Master in and relating to his Trade and Business. *In Consideration* whereof, and of the Service to be performed by the said J. S. as afore said, the said S. M. Sen. doth for himself, his Executors and Administrators, for and on the Behalf of the said S. M. Jun. covenant, promise and agree to and with the said J. S. his Executors and Assigns, That he the said S. M. Jun. his Executors or Assigns shall truly pay, or cause to be paid unto the said J. S. at G. afore said for the first Year of the said Term of three Years, the Sum or Value of — *l.* Sterling; and for the second Year of the said Term, the Sum or Value of — *l.* of like Money, and for the last Year of the said Term of three Years, the Sum or Value of — *l.* of like Money, by equal quarterly Payments, during the said three Years respectively; and shall also at his own Charge find and provide unto and for the said J. S. Meat, Drink, Washing and Lodging during the said Term; and will likewise bear and pay the Charge of his Passage to G. afore said. *And it is provided*, declared and agreed by and between the said Parties, That if the said S. M. Jun. his Executors or Administrators after the said J. S. Arrival at G. afore said shall find him not capable, or, if the said J. S. shall not be diligent and faithful in the doing and performing of the Service and Business of keeping the Books and Accounts of the said S. M. Jun. or such other Business wherein he shall imploy him in his Trade and Merchandizing, as afore said, That then and in any of the said Cases the said S. M. Jun. his Executors or Administrators, after three Months Notice or Warning for that Purpose given to the said J. S. shall and may discharge the said J. S. from his said Service, he paying him for his Service to such the Time of his Discharge, and 3 *l.* for his Passage to *England*; and that the said S. M. Sen. or S. M. Jun. their Executors, or Administrators, or either, or any of them, shall not from such the said Discharge of the said J. S. be chargeable to allow, or pay to the said J. S. all, or any of the said respective yearly Sums afore said for such Time of the said three Years, which shall be then to come, and unexpired, these Presents, or any Thing therein to the Contrary notwithstanding. *In Witness*, &c.

An Agreement for an hired Servant.

Articles of Agreement indented, &c. between W. S. of the one Part, and W. M. of the other Part, as followeth; (that is to say)

THE said *W. M.* for the Consideration here-under mentioned doth covenant, promise and agree to and with the said *W. S.* his Executors, and Assigns, by these Presents, in Manner following, (that is to say) That he the said *W. M.* shall and will for and during the Term and Time of — Years, to begin, and to be accounted from the Date of these Presents, serve, abide and continue with the said *W. S.* his Executors, Administrators and Assigns, as his and their Covenant-Servant, and diligently and faithfully, according to the best and utmost of his Power, Skill and Knowledge, exercise and imploy himself in, and do, and perform all such Service and Business whatsoever, as well relating to the Trade of a D. which the said *W. S.* now useth, as in and about any other Business, Matter and Things whatsoever, as the said *W. S.* shall from Time to Time order, direct and appoint to and for the most Profit and Advantage of the said *W. S.* that he can, and shall and will keep the Secrets of the said *W. S.* relating to the said Trade and Business; and likewise be just, true and faithful to the said *W. S.* in all Matters and Things, and no ways wrongfully detain, imbezil, or purloin any Monies, Goods, or Things whatsoever, belonging to the said *W. S.* And also shall and will keep just, true, and faithful Accounts in the Books of the said *W. S.* of all Goods bought and sold, Monies received and paid, and of all other Things whatsoever relating to the Business of the said *W. S.* as shall come to be committed to his Care, Management, or Disposal; and from Time to Time pay all Monies which he shall receive of, or belonging to, or by the Order of the said *W. S.* into his Hands, and make, and give up true and fair Accounts of all his Actings and Doings whatsoever in his said Employment, without Fraud or Delay, when and as often as he shall be thereto required. *And in Consideration* of the Premises, and of the several Matters and Things by the said *W. M.* to be performed as aforesaid, the said *W. S.* doth for himself, his Executors and Administrators covenant and agree to and with the said *W. M.* by these Presents, That he the said *W. S.* his Executors and Administrators shall and will find and provide unto and for the said *W. M.* in his dwelling House, Meat, Drink, Washing, and Lodging; and also well and truly pay, or cause to be paid unto the said *W. M.* his Executors or Assigns, the Sum or Salary of — *l. per Annum* of lawful *£c.* for the first — Years, *£c.* by equal quarterly Payments; and shall and will allow the said *W. M.* such reasonable Expences in and about the Business aforesaid, as he the said *W. S.* shall think fit: And the said Parties do mutually covenant and agree to and with the other, *viz.* That if the said *W. S.* shall not be willing to continue the said *W. M.* in his Service after the Expiration of the said — Years; or if the said *W. M.* shall not be willing to serve and continue with the said *W. S.* after the Expiration of the said — Years, in either of the said Cases the said Parties shall and will give — Months Notice of such their Minds and Intention before the Expiration of the said Term; Penalties. *In Witness,* &c.

Articles of Agreement for an hired Servant to an Undertaker.

Articles, &c. between W. L. of the one Part, and T. S. of the other Part, as followeth; (that is to say)

THE said T. S. for the Considerations here-under mentioned, doth covenant and agree to and with the said W. L. his Executors and Assigns by these Presents, That he the said T. S. shall and will become Servant unto, and diligently and faithfully serve and abide with the said W. L. his Executors, Administrators and Assigns from the Date of these Presents unto the full End and Term of — Years now next ensuing; and according to the best and utmost of his Power and Skill, shall and will during the said Term do and perform, and imploy himself in the Work and Service of fitting up of Coffins, and in and about all such other Work, Service and Business, relating to Funerals and dead Corps; and otherwise both in *London* and elsewhere in *England*, as Occasion requires, and as the said W. L. shall require and appoint to be done to the most Profit and Advantage of the said W. L. that he can: And further, That the said T. S. shall and will keep the Secrets of his said Master; and shall and will be just, true and faithful to the said W. L. in all Matters and Things as shall be from Time to Time committed to his Charge and Care; and will not absent himself from his said Service at any Time, without Leave or Liberty in that Behalf: *And in Consideration* of the Premises, the said W. L. doth hereby for him, his Executors and Administrators, covenant and agree with the said T. S. That he the said W. L. his Executors and Assigns shall and will also pay, and cause to be paid, unto him the said T. S. for the first Year of the said Term, the Sum of, £. of lawful, &c. And for the second Year, &c. by equal monthly Payments at the End of every Month; and shall and will also find and provide unto and for the said T. S. Meat, Drink, Washing, and Lodging, and the Workmanship of all his wearing Apparel, during his Continuance and Imployment in the said W. L.'s Service as aforesaid: And the said W. L. doth also covenant and agree with the said T. S. That he will give unto the said T. S. a Coat, Waist-coat and Breeches, upon the Sealing hereof; Penalty—. *In Witness, &c.*

An Agreement for to teach a Girl the Trade of Seamstres.

Agreed, &c. between M. W. &c. Seamstres, of the one Part, and J. B. &c. for and on the Behalf of E. W. Daughter of A. W. deceased, and the said E. W. of the other Part, as followeth; (that is to say)

THE said M. W. as well in Consideration of the Sum of — l. to be paid as here-under is mentioned, as for the other Considerations here-under mentioned, doth hereby covenant and agree to and with the said J. B. his Executors, Administrators and Assigns, That she the said M. W. shall and will, within the Time and Space of — Months from the Date hereof to

be accounted, if she the said *M. W.* shall so long live, teach and instruct, or cause the said *E. W.* to be taught and instructed by the best Means she can, in her Trade, of making all Sorts of Plain Works, Hoods, Scarfs, Gowns and Petticoats, and all other Things belonging to the Trade which she now useth: And will also find and provide unto and for the said *E. W.* all her Diet, Washing and Lodging, during the said — Months. *In Consideration* whereof the said *J. B.* doth agree to pay the said *M. W.* the Sum of — *l.* at Sealing hereof, and the further Sum of — *l.* as followeth; *viz.* — *l.* thereof on *Lady-Day* now next; — *l.* more on *Midsummer-Day* then next following, and the remaining — *l.* on *Michaelmas-Day* then next following: And the said *J. B.* doth likewise covenant and agree to and with the said *M. W.* That she the said *E. W.* shall dwell with, and serve the said *M. W.* in her said Trade during the said — Months; which the said *E. W.* doth hereby consent and agree to do accordingly, testified by her being a Party to, and signing and sealing hereof; and that she the said *M. W.* shall have the Benefit of her said Work during the said Time: And it is hereby further declared and agreed between the said *J. B.* and *M. W.* for themselves, their Executors and Administrators, that in Case the said *E. W.* shall happen to fall sick at any Time during the said — Months, yet the said *M. W.* is to be at no Charge of Physick, Medicines, or other extraordinary Charge whatsoever: And if the said *E. W.* dies within the said Time, the said *M. W.* is not to bear the Charge of her Funeral, or any Part thereof: And in such Case of her Death within the said Time, and the said Sum of — or any Part thereof shall then remain unpaid; yet the same is nevertheless to be paid to the said *M. W.* her Executors or Assigns in Manner as aforesaid: But if the said *M. W.* shall die at any Time before the said — *l.* shall become payable as aforesaid, in such Case a proportionable Part of the Monies which would be payable the following Quarter-Day, shall be paid to her Executors or Administrators, as she shall have lived thereof, any Thing aforesaid, &c. *And lastly*, it is agreed between the said Parties, and the said *M. W.* doth hereby covenant and agree to and with the said *J. B.* That if the said *E. W.* shall be in Health at the Expiration of the said — Months, she the said *M. W.* will employ the said *E. W.* in her said Trade as a Journey-woman for — Months longer, and find, and provide with Diet and Lodging, and pay her — *l.* by equal Quaterly Payments. *In Witness, &c.*

An Agreement that an Apprentice shall be at his Liberty to serve Five, or Seven Years, nevertheless the Master to make him free.

Articles of Agreement indented, &c. between J. H. of the one Part, and J. S. of the other Part, as followeth; (that is to say)

WHEREAS *T. N.* Son of *D. N.* late of &c. by Indentures of Apprenticeship, bearing Date the, &c. hath bound himself Apprentice unto the said *J. S.* for seven Years from the Date thereof, as thereby may appear. Now these Presents witness, That the said *J. S.* for himself, his Executors, Administrators, and Assigns, in Pursuance of an Agreement between him and the said *J. H.* before Sealing the said Indentures, doth covenant,

venant, promise, and agree to and with the said *J. H.* his Executors and Administrators, that the said *J. S.* his Executors and Administrators shall and will permit and suffer the said *T. N.* the Apprentice, if he thinks fit, and requires it, at the Expiration of the first five Years of the said Term of his Apprenticeship, freely to depart from, and leave the Service of him the said *J. S.* his Executors and Administrators, and use, and employ the remaining two Years thereof to his own Benefit and Advantage, where, and as he shall think fit, without any Let, Hindrance, or Molestation of or by the said *J. S.* his Executors, or Administrators, the said Indentures, or any Thing therein contained to the contrary notwithstanding: And that he the said *J. S.* his Executors and Administrators will notwithstanding, at the Expiration of the said seven Years, cause, or promise the said *T. N.* to be made a Freeman of the City of *London*, and Company of *C.* as if he had actually served the full Term of seven Years: And the said *J. H.* pursuant to his Agreement with the said *J. S.* before Sealing the said Indentures, doth for himself, his Executors and Administrators covenant and agree to and with the said *J. S.* his Executors and Administrators, that if the said *T. N.* shall leave the Service of the said *J. S.* at the End of the said five Years, that then, and in Consideration thereof, and of the said remaining two Years Service, he will pay, or cause to be paid to the said *J. S.* his Executors or Assigns, the Sum of — *l.* of lawful, &c. immediately on such the said *T. N.* leaving the Service of the said *J. S.* as aforesaid. *In Witness, &c.*

An Agreement, that if an Apprentice has not his Health, he shall be at Liberty to come away from his Master.

WHEREAS *R. D.* Son of *R. D.* of, &c. by his Indentures of Apprenticeship, &c. And whereas the said *R. D.* the Father, hath on the Day of the Date hereof paid unto the said *T. S.* the Sum of — *l.* in Consideration of his taking his Son to be his Apprentice for the Residue of the said Term of his Apprenticeship; now it is hereby declared and agreed by and between the said *T. S.* and *R. D.* the Father; and the said *T. S.* doth hereby covenant and agree for himself, his Executors, Administrators and Assigns, to and with the said *R. D.* Sen. his Executors and Administrators, That in Case the said *R. D.* the Apprentice, shall not have his Health during the first two Years of his said intended Service with the said *T. S.* for the remaining Time of his said Apprenticeship, the said *R. D.* the Father, his Executors or Administrators shall request the said *T. S.* to suffer his said Son to depart from, and leave his said Service, and to discharge him therefrom: In such Case, and at such his, or their Request, the said *T. S.* his Executors, Administrators, or Assigns will accordingly permit and suffer the said *R. D.* the Apprentice, to depart from, and leave his said Service; and will also discharge him therefrom, and from the said Indentures of Apprenticeship, and deliver up that Part which is under the Hand and Seal of the said *R. D.* the Son, to be cancelled; he at the same Time delivering up to the said *T. S.* that Part of the said Indentures, which is under the Hand and Seal of the said *T. T.* to be likewise cancelled; and the said *R. D.* the Father, and *R. D.* the Son then discharging, and he the said *R. D.* the Father then indemnifying and saving harmless the said *T. S.* his Executors, Administrators and Assigns, from the Covenants and Agreements in the said Indenture contained, on the Master's Part to be performed, and from

from all Actions, Suits, Costs, Charges and Payments for, or concerning the same in such Manner as the Counsel of the said *T. S.* shall reasonably advise and require: And in such Case it is also agreed, That the said *T. S.* shall be allowed out of the said — *l.* so paid by the said *R. D.* the Father, as aforesaid, after the Rate of — *l. per Annum*, for all, or such Part of the said two first Years, which he shall tarry with the said *T. S.* and until such his Discharge from his said Service, for, or by Reason of such his Want of Health, as aforesaid. *In Witness, &c.*

An Agreement between a Father and Master, to find an Apprentice Cloths, and to return Part of the Money, if he dies in a certain Time.

Agreed, &c. between B. K. of the one Part, and T. G. of the other Part, viz.

WHEREAS *F. K.* Son of the said *B. K.* by his Indentures of Apprenticeship, bearing Date, &c. hath bound himself Apprentice unto the said *T. G.* for seven Years, from the Date hereof, as thereby, Relation being thereunto had, may appear: And whereas the said *B. K.* hath at, or before Sealing hereof paid unto the said *T. G.* — *l.* in Consideration of his taking the said *F. K.* to be his Apprentice, as aforesaid, and upon the Terms, Conditions and Agreements hereafter mentioned, the Receipt whereof the said *T. G.* doth hereby acknowledge: And therefore the said *T. G.* for himself, his Executors and Administrators doth covenant and agree to and with the said *B. K.* his Executors and Administrators, as followeth; *viz.* That he the said *T. G.* his Executors and Administrators shall and will, during the said Term of seven Years, at his own Charge find, provide, and allow unto and for the said *F. K.* Shoes, Stockings, and Frocks: And further, that if the said *F. K.* shall happen to depart this Life at any Time within, or before the Expiration of one Year and a Day, to be accounted from the Date hereof, he the said *T. G.* his Executors or Administrators, shall and will return and repay unto the said *B. K.* his Executors, or Administrators — *l.* of the said — *l.* paid him by the said *B. K.* as aforesaid. And the said *B. K.* doth hereby for himself, his Executors and Administrators covenant and agree to and with the said *T. G.* his Executors and Administrators, that he the said *B. K.* his Executors and Administrators shall and will at his and their own Charge find and provide unto and for the said *F. K.* his Son, during the said Term of his Apprenticeship, all his wearing Apparel, both Linen, and Woollen, except Shoes, Stockings, and Frocks (which the said *T. G.* is to provide him with as aforesaid) and thereof and therefrom shall and will acquit, discharge, indemnify and save harmless the said *T. G.* his Executors and Administrators; the said Indentures of Apprenticeship, or any Law or Custom to the Contrary notwithstanding. *In Witness, &c.*

An Agreement for a Quantity of Tar.

Agreed the, &c. between T. S. of, &c. of the one Part, and J. H. of, &c. A. W. &c. T. G. and J. B. &c. of the other Part, as followeth, viz.

THE said *T. S.* for the Consideration here-under mentioned, doth hereby sell unto the said *J. H. A. W. &c.* 250 Lasts of good merchantable *Russia* Tar, accounting the Lastage thereof according to Custom, if the said *T. S.* shall have the said Quantity of Tar arrive at *London* from *Arch.* in *Russia*, by the next Ships from thence, after the Date hereof. And the said *T. S.* for himself, his Executors and Administrators doth hereby covenant and agree to and with the said *J. H. &c.* their Executors, Administrators, and Assigns jointly and severally, That he the said *T. S.* his Executors, or Administrators shall and will within — Days after the Arrival of the next Ships from *A.* into the River of *Thames* after the Date hereof deliver, or cause the said — Lasts of Tar so sold as aforesaid, to be delivered unto the said *J. H. &c.* their Executors, Administrators, or Assigns, or to their Order, or to some, or one of them, at, &c. or at their several Wharfs in or near *London*, if he shall have the said Quantity arrive at *London* by the next Ships, as aforesaid. In Consideration of which said — Lasts of Tar so sold and to be delivered as aforesaid, the said *J. H. &c.* do hereby for themselves, their Executors, Administrators and Assigns, jointly and severally covenant, promise, and agree to and with the said *T. S.* his Executors, Administrators and Assigns, that they the said *J. H. &c.* their Executors, Administrators, or Assigns, or some of them, shall and will truly pay, or cause to be paid unto the said *T. S.* his Executors, Administrators or Assigns, so much lawful, &c. as the said Tar shall amount unto at and after the Rate of — per Last, accounting the Lastage thereof according to Custom, within a Kalendar Month after Delivery thereof as aforesaid. And it is agreed between the said Parties, That if the said *J. H. &c.* shall pay the said Monies which the said Tar shall amount unto, immediately after Delivery thereof, that then the said *T. S.* shall and will discount and allow thereout, after the Rate of — per Cent per Annum, for prompt Payment. And it is agreed between the said Parties, and the said *T. S.* for himself, his Executors and Administrators doth covenant and agree with the said *J. H. &c.* their Executors, Administrators and Assigns, jointly and severally, That if the said *T. S.* shall have a greater Quantity of Tar than the said — Lasts arrive as aforesaid by the next Ships from *A.* so as the same do not exceed — Barrels in the whole, including the said — Lasts, (which the said *T. S.* promises his whole Importation by the next Ships shall not exceed) in such Case the said *J. H. &c.* shall, for — Days Time after Arrival of the said Tar, have the Preference before any other, to buy the said further Quantity of Tar at the said Rate of — per Last, and to pay for the same in six Months after Delivery, as aforesaid; mutual Penalties. In Witness, &c.

An Agreement for a Quantity of Tar.

Agreed the, &c. between G. W. and T. S. of, &c. of the one Part, and T. N. of the other Part, as followeth; (that is to say)

THE said G. W. and T. S. do hereby for themselves, their Executors, Factors or Assigns, covenant, promise and agree to and with the said T. N. his Executors and Assigns, That H. S. and O. M. Merchants at Ar. the Factors of the said G. W. and T. S. shall within — Days after the next Arrival of the Ship U. H. R. Master, at Ar. after the Date thereof (to which Place she is now bound) deliver, or tender to be delivered on board the said Ship, for the proper Account and Risque of the said T. N. at London 6 — Barrels of Tar, of the same Goodness and Size, as are usually sold and delivered at Ar. to the *Hollanders* upon Contract: And likewise such a further Quantity of the said Tar, as the said H. R. shall require, not exceeding 4 — Barrels, if the said H. S. and O. M. shall within the Time aforesaid have the 6 — Barrels, and any such further Quantity thereof at Ar. not sold, or disposed of, or any less Quantity of Tar, which they shall then have not so sold, or disposed of, upon the said Ship's Arrival there, as here-under is mentioned.

And the said T. N. his Executors, Administrators and Assigns, doth hereby covenant, promise and agree to and with the said G. W. and T. S. their Executors and Assigns, jointly and severally, that the said 6 — Barrels, and what further Quantity of Tar the said K. S. and O. M. shall have ready, and shall deliver, or tender to be delivered on board the said Ship within — Days after her Arrival at Ar. or any such less Quantity as aforesaid, shall be received on board the said Ship, for the Account of the said T. N. as aforesaid: And that he the said H. N. or the Master of the said Ship for the Time being, shall sign Bills of Loading for what shall be so received on board her, to be delivered to the said T. N. or his Order in London; and that he the said T. N. his Executors and Administrators shall and will stand to, and bear all Risques and Damages thereof, after the same shall be so ship'd: And also, That the said T. N. his Executors, Administrators, or Assigns, within — Days after the said Bills of Lading for the said Tar shall be received by, or delivered to the said T. N. his Executors, or Administrators, by, or from the said G. W. and T. S. or either of them, he the said T. N. his Executors, Administrators, or Assigns, shall and will truly pay, or cause to be paid unto the said G. W. and T. S. their Executors, or Assigns in London so much lawful, &c. as the Tar, which shall be so delivered on board the said Ship, and for which the said Bills of Loading shall be signed as aforesaid, shall amount to, at and after the Rate of — per Barrel. And lastly, it is declared and agreed by and between the said Parties, That in Case the said H. S. and O. M. shall not have any Tar by them, or that what Tar they shall have by them, shall happen to be sold, or disposed of at the Arrival of the said Ship at Ar. that then and in either of the said Cases these Presents, and every Thing therein contained, shall be void, and of none Effect, any Thing aforesaid to the Contrary notwithstanding. And it is further agreed by and between all the said Parties to these Presents, That the said T. N. shall pay all Charges of Shipping on board the said Goods, not exceeding 2 per Cent. In Witness, &c.

An Agreement for a Parcel of Trees.

Articles of Agreement indented, made the, &c. between R. H. of the one Part, and E. M. of the other Part, in Manner following; (that is to say)

THE said *R. H.* in Consideration of one Guinea to him in Hand paid at or before Sealing hereof by the said *E. M.* the Receipt whereof he doth hereby acknowledge, and of the further Sum of — to be paid him by the said *E. M.* as hereunder is mentioned, doth sell unto the said *E. M.* — of the Oak Timber-Trees now standing and growing in and upon the Lands and Grounds belonging to the several Farms, called *B. P.* and *R.* or any of them in the Parish of, &c. now in the Tenure, or Occupation of *J. C.* or his Assigns, which the said *E. M.* his Executors or Assigns shall think fit to chuse, and take from all, or any of the said Farms, and the Lands and Grounds thereunto belonging, or to any of them, together with the Tops and Bark of and belonging to the said — Trees hereby sold. And the said *R. H.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, and agree, to and with the said *E. M.* his Executors, Administrators and Assigns, by these Presents, That at all, or any Time or Times, until the, &c. which will be in the Year of, &c. he the said *E. M.* his Executor's Workmen, Servants, or Assigns, shall and may have free Liberty of Ingrefs, Egrefs, and Regrefs into and from all, or any Part of the Lands and Grounds belonging to the Farms aforesaid, or any of them, with Horses, Carts and Carriages, to choose, take, fell, cut down, and carry away the said — Trees, and the Tops and Bark thereof, to and for his and their own Use and Uses: And like Liberty to make and dig Saw-pits in convenient Places in the said Grounds, and therein to saw, cut out, and convert all, or so many of the said Trees, as she, or they shall think fit, for the better Conveniency of Carriage thereof. And the said *E. M.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, and agree to and with the said *R. H.* his Executors, Administrators and Assigns, by these Presents, as followeth; (that is to say) That within the Time aforesaid, he the said *E. M.* his Executors, Administrators, Servants, or Assigns, will choose out, and at his, and their own Charge fell, cut down, and carry away the said — Trees so sold to him as aforesaid. And in Consideration, and in full for the Purchase thereof, shall and will truly pay, or cause to be paid unto the said *R. H.* his Executors, Administrators, or Assigns, the said Sum of — in the Manner following, *viz.* — Part thereof on the, &c. next ensuing the Date of these Presents, and the remaining Sum of, &c. on the, &c. then next following; Penalty — *In Witness, &c.*

Another Agreement for a Parcel of Trees.

Agreed, &c. between T. R. of the one Part, and H. D. and T. C. of the other Part, viz.

THE said *T. R.* for the Considerations, &c. doth sell, &c. and the said *H. D.* and *T. C.* covenant with the said *T. R.* That they will provide Hoys, or Vessels, to take and receive the said Timber-Trees from the said *T. R.*'s Wharf, from Time to Time, as the same shall be ready there, within the Time aforesaid: And the said *H. D.* and *T. C.* or some, or one of them will pay, or cause, &c. unto the said *T. R.* — *per Load* for every Load thereof, square Measure, and proportionably for a lesser Quantity than a Load, as followeth, *viz.* — thereof on the, &c. and the Remainder of the said Money, which the said Timber shall amount unto by the Measure thereof as aforesaid, on the — next following; Penalty — *In Witness, &c.*

An Agreement for a Parcel of Timber.

Agreed, &c. between E. L. T. T. and T. M. of the one Part, and J. T. of the other Part, as followeth; viz.

THE said *E. L. T. T.* and *T. M.* in Consideration of the Sum of — of lawful, &c. to them in Hand paid at Sealing hereof, by the said *J. T.* in Part for the Timber here-under mentioned, the Receipt whereof is hereby acknowledged: And for the further Consideration hereunder mentioned, do sell unto the said *J. T.* — Loads of Oak Timber, to be taken and chosen by the said *J. T.* out of the whole Parcel of Timber, belonging to the said *E. L.* and Partners, and now lying on (such a Wharf) belonging to Mr. *H. S.* at the Rate or Price of — *per Load*; And doth agree and promise to and with the said *J. T.* to deliver all the said Timber to the said *J. T.* or Assigns, at the Wharf aforesaid, when, and at such Times as he or they shall demand, or think fit to take the same, or any Part thereof. *In Consideration* whereof the said *J. T.* for himself, his Executors and Assigns, doth hereby covenant and agree to and with the said *E. L.* his Executors and Assigns, that he will pay, or cause to be paid unto the said *E. L.* his Executors, or Assigns, over and above the said — paid at Sealing hereof, all the remaining Part of the Monies which the said Timber shall amount unto, at the said Price of — *per Load*, as the same shall measure upon the Wharf, as followeth, *viz.* so much on such a Day, &c. And it is agreed, that if any of the Pieces of the said Timber shall fall short of the said Measure as they are mark'd at, the said *E. L.* shall make good the Measure thereof to the said *J. T.* or allow and deduct for the same out of the Money to be paid as aforesaid; Penalty — *In Witness, &c.*

An Agreement for a Parcel of Oaken Planks.

Agreed, &c. between T. C. of the one Part, and J. W. of the other Part, as followeth; viz.

THE said *T. C.* for the Considerations, and at the Price here-under mentioned, doth sell unto the said *J. W.* — Loads of — Inches Oaken Plank, to meet by Computation, one Plank with another, at — Foot in Length, and none less than — Foot, and to meet as aforesaid at the Top-Ends — Inches in Breadth, and none less than — Inches; and that he the said *T. C.* will deliver — Loads of the said Plank to the said *J. W.* at his Wharf at, &c. within — Days after the Date hereof, if required, by the said *J. W.* and all the rest of the said Plank at the Place aforesaid, within the Space of — Months after the Date hereof, he paying for the same as hereunder is mentioned; and that he the said *T. C.* will pay the Charge of Lighterage of the said Plank to the said *J. W.*'s Wharf aforesaid; and the said *J. W.* doth hereby for himself, his Executors and Administrators, covenant, promise, and agree to and with the said *T. C.* his Executors and Assigns, as followeth, *viz.* That he the said *J. W.* his Executors, Administrators, or Assigns will take and receive the said — Loads of Plank on Shore at his Wharf aforesaid, immediately as the same, or any Part thereof shall be brought thither, by or from the said *T. C.* his Executors and Assigns, within the said — Months after the Date hereof: And that he the said *J. W.* his Executors, Administrators, or Assigns, will truly pay, or cause to be paid unto the said *T. C.* his Executors, or Assigns, the Sum of — of lawful, &c. *per* Load, for every Load of the said — Inch Plank, which shall be delivered in as aforesaid: And will pay so much Money as each Parcel thereof at the Rate aforesaid shall amount unto, immediately after the same shall be deliver'd as aforesaid, and measured by Mr. *W. P.* who the said Parties do agree shall measure the same: And that he the said *J. W.* his Executors and Administrators shall likewise pay the Charge of taking the said Plank ashore. *And lastly*, it is declared and agreed, by and between the said Parties, for themselves, their Executors and Administrators, that if the said *J. W.* his Executors, Administrators or Assigns shall not pay the Money, which each Parcel of the said Plank shall amount unto, immediately after the same shall be delivered in, and measured as aforesaid, in such Case the said *T. C.* his Executors and Administrators shall be at his and their Liberty, whether he or they will deliver any more of the said Plank, or not, these Presents, or any Covenant, Article or Thing herein contained to the contrary notwithstanding. *In-Witness, &c.*

An Agreement for — Acres of Underwood.

Agreed the, &c. between P. I. of the one Part, and L. S. of the other Part, as followeth; viz.

THE said *P. I.* for Considerations here-under mentioned, doth sell unto the said *L. S.* all the Underwood, growing and being upon — Acres of the Ground, now in the Occupation of *J. G.* in, &c. within the

Manor of C. belonging to the said P. I. And the said P. I. for herself, her Executors and Administrators, doth hereby covenant, promise and agree to and with the said L. S. his Executors and Administrators; that he the said L. S. his Executors, Workmen, Servants and Assigns, shall and may have free Liberty of Ingress and Regress into and from the said Lands, through all usual Ways leading thereto, at any Time or Times, before the, &c. which will be in the Year of our Lord, &c. to fell, cut down, make up, and carry away the said Wood: And the said L. S. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said P. I. her Executors, Administrators and Assigns by these Presents, that he the said L. S. his Executors or Administrators, in Consideration of the said Underwoods so sold as aforesaid, shall and will truly pay, and cause to be paid unto the said P. I. her Executors, Administrators, or Assigns, the Sum of — of lawful, &c. on the said, &c. which will be, &c. And likewise that he the said L. S. his Executors, Servants or Assigns, shall and will cut the said Underwoods in such Manner, as the same are usually cut and felled in the said Manor, without doing or committing any Hurt or Spoil to any other the Woods belonging to the said P. I. or otherwise; Penalties — *In Witness, &c.*

An Agreement for the Sale of a Quantity of Beads, after their Arrival.

Agreed, &c. between N. G. of the one Part, and J. S. of the other Part, as follows; (that is to say)

THE said N. G. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said J. S. his Executors, Administrators and Assigns, that he the said N. G. for the Considerations, and at the Price here-under mentioned, shall and will deliver, or cause to be delivered unto the said J. S. his Executors, Administrators and Assigns, in the River of *Thames*, Freight-free, and clear from Damage — lb. Weight of Beads, of the several Sorts, and agreeable to the several Patterns hereunto annexed; and the said J. S. for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said N. G. his Heirs, Executors, Administrators and Assigns, that he the said J. S. his Executors, Administrators or Assigns, shall and will upon Notice to him or them given by the said N. G. his Executors, Administrators and Assigns, of the said Beads being arrived in the River of *Thames*, receive, or cause the same to be received, from aboard such Vessel wherein the same shall be imported, or shall then be, and shall and will well and truly pay, or cause to be paid unto the said N. G. his Executors, Administrators or Assigns, so much lawful, &c. as the said — lb. Weight of Beads shall amount unto at the Rate of — per Pound; and shall and will also bear, pay and discharge all the Custom, Duties and other Charges to be paid for and in respect of the said Beads, after their Arrival in the River of *Thames*, Freight excepted. To the Performance whereof each of the said Parties bindeth himself, his Executors, Administrators and Assigns unto the other his Executors, Administrators and Assigns, in the Sum or Penalty of — of lawful, &c. a-piece firmly by these Presents. *In Witness, &c.*

An

An Agreement for a Sale of Goods.

WHEREAS *J. W. &c.* is intituled to and possessed of the several Goods and Things following, *viz. (here insert the Goods)* which said Goods are now in a *Mess. &c.* Now it is mutually agreed between the said *J. W.* and *W. W. of, &c.* that all the said Goods and Things shall within, *&c.* be appraised and valued by two Persons, which the said Parties shall and will, within the Time aforesaid, nominate and choose for that Purpose, and according to such the Appraisement or Valuation, and at, and for the Sum which the said Goods shall so amount unto, the said *J. W.* doth agree to sell or assign his Right and Title to the said Goods unto the said *W. W.* and upon Executing such Sale or Assignment of the said Goods and his Right in and to the same, the said *W. W.* doth agree and covenant to and with the said *J. W.* to pay the Sum of Money which, upon such Appraisement as aforesaid, the same shall so amount unto.

An Agreement for repairing a Chariot, and keeping it in Repair by the Year.

Agreed, &c. between J. N. of, &c. Coachmaker, of the one Part, and R. K. of, &c. of the other Part, as followeth; viz.

WHEREAS the said *J. N.* in Consideration of the Sum of ——— paid, and of an old Chariot and Harness, delivered to him by the said *R. K.* whereof the said *J. N.* doth acknowledge the Receipt, he hath sold to the said *R. K.* a new Chariot and Harness: Now these Presents witness, that for the Considerations hereunder mentioned, he the said *J. N.* doth for himself, his Executors and Administrators hereby covenant and agree to and with the said *R. K.* his Executors, Administrators and Assigns, That he the said *J. N.* his Executors and Administrators, at his and their own proper Charge to be accounted, on Notice or Request, shall and will from Time to Time, during the Term of seven Years, from the Date hereof maintain, amend and keep the new Chariot and Harness so sold to the said *R. K.* in good and handsome Order, Repairs and Condition, and will as often as Occasion shall require, find and provide new Wheels for the said Chariot, with Clouts, Clout-nails, and Grease for the same, and Oil for the Chariot and Harness, when required, and once in every two Months in the Year at least, or oftner, if required, one of the Servants of the said *J. N.* shall clean the same Chariot and Harness, and all Things belonging to them, at the said *R. K.*'s Coach-house in *London*: And that he the said *J. N.* will provide the said *R. K.*'s Coachman with Brushes and Spunges, to keep the same clean, and will do all other Works and Things, for Maintaining and Keeping the said Chariot and Harness in such good Order and Repair as aforesaid, during the said Term, except finding and providing new Glasses, if they are at any Time broke by any Accident; or repairing or mending any Hurt or Damage which may happen to the said Chariot by being overturn'd, or other Violence or Accident; or making good any Thing belonging to it, which may happen to be lost or stole therefrom at any Time, but when the

said

faid Chariot or Harnes shall be at the House, or in the Custody of the said *J. N.* from which the said *J. N.* his Executors or Administrators are to be exempted and discharged: And that he the said *J. N.* if required by the said *R. K.* at any Time, during the said Term, will at his like Charge make Steps to the Doors of the said Chariot. *In Consideration* of which said Works and Things to be done as aforesaid, he the said *R. K.* doth hereby for himself, his Executors and Administrators covenant and agree to and with the said *J. N.* his Executors and Assigns, That he the said *R. K.* his Executors and Administrators shall and will yearly, and every Year during the said Term of seven Years, truly pay, or cause to be paid unto the said *J. N.* his Executors or Assigns, the Sum of — *l.* of lawful, &c. *In Witness, &c.*

An Agreement for making of Bricks (to be made at a certain Place, and deliver'd at a certain Time) towards finishing of Buildings.

Articles of Agreement indented, made and agreed upon the, &c. between J. W. of, &c. of the one Part, and E. H. of, &c. of the other Part; viz.

THE said *E. H.* for the Consideration here-under mentioned, doth hereby for himself, his Executors and Administrators covenant, contract and agree to and with the said *J. W.* his Executors, Administrators and Assigns, as followeth; *viz.* That he the said *E. H.* his Executors, Administrators, Servants, Workmen or Assigns shall and will within the Space of seven Months, to be accounted from the Date hereof, at his and their own proper Costs and Charges, and with good and sufficient Materials make, or cause to be made in the Parish of, &c. for the said *J. W.* — of good, hard, well-burnt and lawful Bricks, to be all of them full four Inches broad, full eight Inches, three Fourths long, and full two Inches and a half thick, when burnt off; and at his and their like Charge deliver, or cause the same to be delivered by such Parcels and Quantities from Time to Time at the House of the said *J. W.* at, &c. as the same shall be demanded, or Occasion shall require, for carrying on his Building there. *In Consideration* whereof the said *J. W.* for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *E. H.* his Executors, Administrators and Assigns, that he the said *J. W.* his Executors, Administrators or Assigns, shall and will provide the Ground and Place wherein to dig the Earth for, and to make the said Bricks upon; and also truly pay, or cause to be paid unto the said *E. H.* his Executors, Administrators or Assigns 12 s. for every 1000 of the said Bricks, to be made and delivered as aforesaid, *viz.* — Part thereof after the said *E. H.* has dug three Weeks in the Ground towards making the said Bricks, and upon the said *E. H.* and his Son *E. H. Jun.* giving their Security by Bond for the same, till the Value thereof shall be delivered of the said Bricks to or for the said *J. W.* as aforesaid, and after the Value of the said — shall be so delivered in as aforesaid; then he and they shall and will pay all the Remainder of the said Money to grow due as aforesaid, as the Residue of the said Quantity of Bricks

Bricks shall be delivered in from Time to Time: And if after all the said Quantities shall be so delivered, *J. H.* Bricklayer, and *J. D.* Carpenter, the Workmen of the said *J. W.* shall judge and declare the said Bricks to be *bona fide* worth for their Goodness 12 s. per 1000. above the Sum before agreed and mentioned: Then he the said *J. W.* shall and will further pay the said *E. H.* the said 12 s. per 1000. for every 1000. of the said Bricks above the said 12 s. per 1000. to be paid as aforesaid, when all the said Quantity shall be made and delivered according to the true Meaning of these Presents; Penalties ——— *In Witness, &c.*

An Agreement for making a Quantity of Shoes.

Agreed the, &c. between J. W. of the one Part, and P. D. of the other Part, as followeth; viz.

THE said *J. W.* for the Consideration here-under mentioned, doth hereby covenant and agree for himself, his Executors and Administrators, to and with the said *P. D.* his Executors and Assigns, That he the said *J. W.* his Executors or Assigns, shall and will at his and their own Charge make, or cause to be made and provided for the said *P. D.* ——— Pair of Mens Shoes, to be all of the same Sorts of Leather and Goodness, according to the Pattern for that Purpose made and agreed upon between the said Parties, and to make the same Shoes from 10 to 13 Sizes, and to deliver the same at his own like Charge to the said *P. D.* at, &c. within two Kalendar Months from the Date hereof. *In Consideration* whereof the said *P. D.* for himself, his Executors and Administrators, doth covenant and agree to and with the said *J. W.* his Executors and Assigns, truly to pay to him or them so much lawful Money of *Great Britain*, as the said Shoes shall amount unto at and after the Rate and Price of ——— per Pair, and to pay the same after ——— Months after Delivery of all the said Shoes aforesaid. And it is agreed, that if any of the said Shoes shall not be made agreeable to the said Pattern, and for that Reason shall be refused by the said *P. D.* he the said *J. W.* shall and will take back such as shall be so refused, and deliver the said *P. D.* the like Quantity of the Goodness, and made according to the said Pattern. *In Witness, &c.*

An Agreement for Bricklayers Work.

Agreed, &c. between A. K. of the one Part, and W. B. of the other Part, as followeth; (that is to say)

THE said *W. B.* for the Considerations here-under mentioned, doth for himself, his Executors and Administrators covenant, promise and agree to and with the said *A. K.* his Executors, Administrators and Assigns, as followeth; (that is to say) That he the said *W. B.* his Executors, Administrators, Workmen, Servants or Assigns, in sufficient and workmanlike Manner, at his and their own Charges, with the Materials to be for that Purpose provided

provided by the said *A. K.* shall and will do and perform all the Work and Workmanship belonging to the Bricklayer and Tyler in and about the Erecting and Building of one good and substantial new Messuage or Tenement, in the Room and Place whereon lately stood a certain Messuage or Tenement, belonging to the said *A. K.* late in the Occupation of *J. L.* situate, &c. And will build the same in such Manner, and with such Thickness of Walls, Height or Stories, and such and so many Lights, Chimnies and Conveniencies, and in such Manner; and will do and perform such ornamental Work about the said Building, as the said *A. K.* his Executors or Assigns shall order and direct; and that he the said *W. B.* will use his utmost Care in working up the said *A. K.*'s Materials for the said Building to the most Advantage; and will also pay and discharge all his said Workmen and Servants to be employed in and about the same; and will compleatly finish all the said Work and Workmanship belonging to the Bricklayer and Tyler, for building the said intended Messuage, on or before the, &c. next ensuing the Date hereof. *In Consideration* of which said Works so to be done and performed as aforesaid, he the said *A. K.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *W. B.* his Executors, Administrators and Assigns by these Presents, That he the said *A. K.* his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid unto the said *W. B.* his Executors, Administrators and Assigns, for all such Work which shall be by him and them done and performed, in and about the said Building (ornamental Work excepted) at and after the Rate of ——— of lawful, &c. *per* Rod, for every Rod which the said Work shall measure, accounting ——— Foot square to every Rod, and ——— of like Money in full for all the said ornamental Work so to be done and performed as aforesaid: And will pay all the said Money in Manner following; *viz.* &c. *In Witness,* &c.

An Agreement between two Undertakers, for furnishing of Funerals with Feathers.

Articles of Agreement indented, made, &c. between W. L. &c. of the one Part, and A. R. &c. of the other Part, as followeth; (that is to say)

WHEREAS the said Parties do severally use the Business or Employment of furnishing Funerals, and the said *W. L.* is possessed of — Plumes of black Ostridge Feathers, and — Plumes of white Ostridge Feathers, bought at his own Charge, used for Herfes and Horfes, and in, and for accommodating and adorning Funerals: And the said *A. R.* is desirous, and hath requested the said *W. L.* to be equally concern'd in the said — Plumes of Ostridge Feathers, and all Profit and Loss thereby, which the said *W. L.* in Consideration of — to him in hand paid before Sealing hereof by the said *A. R.* doth consent unto, the Receipt of which said Sum of — the said *W. L.* doth hereby acknowledge. *Now these Presents witness* that it is hereby agreed and covenanted by and between the said Parties, that they the said Parties shall and will be and continue as Partners in the said — Plumes of Feathers, and all Profit and Loss thereby, but not in any other Matter or Thing relating to their several Trades and

Employments, or otherwise howsoever, for the Space of ——— Years now next, if both of them so long live. And it is further agreed, that when the said Plumes are not in Use, or lent abroad, the same shall be kept, half of the said black and white Feathers by the said *W. L.* and the other Half thereof by the said *A. R.* And that when either of them shall have Occasion to use all the said Feathers or such of them as then shall be or remain in the Hands of the other of them the said Parties, in such Case, upon Request, will severally deliver to each other such Parts of the said Feathers as shall remain in their several Keepings, to be lent abroad, or used by the said Parties severally, as aforesaid; but that the same shall not be lent abroad to any other Person or Persons, but with the joint Consent of the said Parties: And that they the said Parties shall and will give a just Account, and pay to each other his and their full and equal half Part of all Monies to grow due and be received for the Use of the said Feathers from Time to Time, without Fraud: And that such of them as shall at any Time lend the said Feathers to any other Person or Persons, shall so often be answerable and pay to the other of them the one half Part of the Money to grow due for the Use thereof; and send a Servant to attend and look after them, and return the Half thereof received from the other of them the said Parties, to be by him kept as aforesaid, immediately when the same shall come home and be out of Use from Time to Time; or in Default of such Delivery shall forfeit and pay unto the other of them ——— *per diem* for every Day either of their Parts thereof be kept from, and not delivered unto the other of the said Parties, when the same is out of Use, according to the true Meaning hereof. And it is agreed, that all Charges and Losses by the said Feathers shall be equally born by the said Parties. And it is agreed and declared, that in Case of the Decease of either of the said Parties before the Expiration of the said ——— Years, no Benefit of Survivorship shall be claimed by either of the said Parties, in or to the said Feathers, or any Profit arising thereby; but in such Case, each of their Parts herein shall remain, and go to the Executors and Administrators of the Party deceased, any Law or Custom to the Contrary notwithstanding; and that in such Case of the Decease of either of the said Parties, the Survivor shall pay to the Executors or Administrators of the Party deceased so much lawful, &c. as his Part and Share in the said Feathers shall amount unto upon a Valuation thereof by two indifferent Persons, upon their delivering up the half Part of the said Feathers, then in their Keeping, unto the said Survivor. And it is declared, that these Presents shall not create any joint Interest or Concern between the said Parties in any of their Employments, Trades or Business, but only in and for the Feathers as aforesaid. *Lastly*, it is mutually agreed and covenanted by and between the said Parties, that neither of them shall nor will use any other Feathers for Herfes and Horfes during the said Term of ——— Years, without the joint Consent of the said Parties, or when the said Feathers are in Use, and then cannot be had. *In Witness, &c.*

An Agreement for one to dive to recover a Wreck.

Agreed the, &c. between J. H. of the one Part, and F. B. of the other Part, as followeth; viz.

THE said *J. H.* in Consideration of — of lawful, &c. to him in Hand paid before Sealing and Delivery hereof by the said *F. B.* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said *F. B.* and for the further Consideration here-under mentioned, doth for himself, his Executors and Administrators covenant, promise and agree to and with the said *F. B.* That *T.* his *Indian* Servant shall be, remain, continue with, and serve the said *F. B.* in his present Undertaking, to recover a Wreck near, &c. the said *T.* being expert in Diving, and in such other Service and Business, as the said *F. B.* shall think fit to employ him for the Term of — Weeks, to begin and to be accounted from the, &c. and after the Expiration of the said — Weeks, for such further Time and Term as the said *F. B.* shall have Occasion to employ him. And the said *F. B.* for himself, his Executors and Administrators doth covenant and agree to and with the said *J. H.* his Executors and Administrators, that he the said *F. B.* his Executors and Administrators, shall and will pay and allow unto the said *J. H.* the Sum of — *per* Week, for every Week the said *T.* his Servant shall continue with, and serve the said *F. B.* after the End of the said Weeks; and will likewise find and provide the said *T.* at such Time as he shall serve and be with him, Meat, Drink, Washing, and Lodging. *In Witness, &c.*

An Agreement for an Horse-race.

Agreed, &c. between J. H. of the one Part, and T. K. of the other Part; viz.

THE said *T. K.* doth undertake and covenant with the said *J. H.* that on the — Day of — next, a black Gelding belonging to Mr. *N. T.* having a Farcey on his Off-Leg before, shall, sick or well, run the three Mile Course on *Banstead-Downs*, against a grey Gelding, belonging to the said *J. H.* which he bought of Mr. *R. I.* And the said *J. H.* doth likewise undertake and covenant with the said *T. K.* that his said grey Gelding shall, sick or well, on the said, &c. run the said three Miles Course against the said black Gelding.

And it is mutually agreed, that if the black Gelding comes first to the End of the said Course, according to the Judgment of two indifferent Persons, for that Purpose to be chosen, then the said *J. H.* shall and will pay the said *T. K.* — Guineas of Gold; and that if the grey Gelding comes first to the End of the said Course, according to such Judgment as aforesaid, then the said *T. K.* shall and will pay the said *J. H.* — Guineas of Gold.

And it is agreed each Horse shall carry 10 Stone Weight; and further, that the Wager-Money shall be deposited into the Hands of Mr. N. H. to be paid to the winning Party according to this Agreement.

And it is also agreed, that if any Failure shall be of either of the said Horses running, as aforesaid, the Party undertaking as aforesaid for such Horse which shall so fail, or not run, shall forfeit and lose his Wager, and the whole — Guineas shall be paid to the other of them, as if such Horse had actually run and lost; Penalty — *In Witness, &c.*

An Agreement to continue the Partnership between Bisket-Bakers.

Articles, &c. between M. B. of the one Part, and H. P. of the other Part; viz.

WHEREAS the said *M. B.* and *H. P.* have for several Years last past been equally concerned together as Partners or joint Traders, in the Trade of Bisket-baking, and in all Profit and Loss thereby: And whereas before Sealing hereof they have made up between them a full Account and Reckoning of and concerning the said Trade and Goods, and Debts belonging and owing to and by them upon Account thereof, containing all Charges, and Profits, and Loss thereby, whereof each of them hath to the Date hereof paid and received one equal Moiety, or half Part; and upon making up the said Account, there appears to be remaining in Stock at the Sealing hereof, in Goods and Debts, owing on Account of the said Trade, the Sum or Value of — which belongs to them jointly, and wherein they are equally concern'd; out of which said Stock is due and payable on Account of the said joint Trade several Debts, amounting to — *l.* And whereas the said Parties intend to continue the said Trade of Bisket-baking in the dwelling House of the said *M. B.* in, &c. for — Years, with the said joint Stock of, &c. and to be concern'd therein equally as to Profit and Loss. Now these Presents witness, that in Consideration of the Trust and Confidence which the said Parties have had and repose in each other, it is hereby declared, covenanted and agreed by and between the said Parties, for themselves, their Executors, Administrators and Assigns, that the said Parties are, shall and will become and continue Partners and joint Traders in the Trade of Bisket-baking, and Vending, and Selling of Biskets, upon a joint and equal Account between them, for Profit and Loss, for the said Time or Term of — Years, to commence from the Date hereof, if both the said Parties shall so long live. And it is agreed that all Charges and Losses, and all Profit arising by and on Account of the said joint Trade, shall be equally paid, received and born by and between the said Parties, and that the said *M. B.* for and in Consideration of the Rent of the Shop and other Conveniencies wherein the said Trade is driven, shall have and receive all Benefit and Advantage to be had and made by the Bran arising by the Flower or Meal used in the said joint Trade, as he hath hitherto had and received the same. And it is further covenanted and agreed between the said Parties, that they the said Parties shall and will be just and true unto each other in all Matters and Things relating to the said joint Trade, and

and have not, shall not, nor will not do or suffer any Act or Thing whatsoever, whereby, or by Means whereof any Goods, Monies or Things, belonging to the said joint Trade shall, or may be extended, seized, or taken in Execution; but that each of them shall and will defend the said joint Stock and Trade from their own private and separate Debts, and all Damages by Reason thereof; and that at the End of the said Term, or sooner, or other Determination of the said joint Trade, by the Decease of either of the said Parties, or otherwise, they the said Parties, or their Executors or Administrators, shall and will make up a full and just Account and Reckoning between them, of and concerning the said joint Trade and Stock, and all Goods, Monies, Debts and Things belonging and owing to and on Account thereof, and all Profit and Loss thereby: And that upon making up the said Account, all Monies and Debts owing on Account of the said Trade, and Charges and Damages thereby, shall be first paid or discounted, and after Payment or Distributing hereof, all the remaining Monies, Debts and Things belonging and owing to and on Account of the said Trade, shall be had, received, enjoy'd and be divided, by and between the said Parties equally, Share and Share alike, and without any Benefit or Survivorship, to be had, or taken by or between the said Parties, in respect of the said joint Trade, in Case of the Decease of either of them, before the Expiration of the said Term, any Thing herein, or any Law, Custom or Usage to the Contrary notwithstanding. *In Witness, &c.*

An Agreement that (after the Dissolution of a Partnership) the Debts owing to them shall be equally divided betwixt them.

This Writing indented, &c. between H. P. of the one Part, and M. B. of the other Part.

WHEREAS the said Parties were late Partners together in the Trade of Bisket-baking, which Partnership by mutual Agreement is dissolved and determined; and the said Parties have fully accounted together for, and received their equal Shares of all Stock and Monies belonging thereunto, and have fully released each other, except the Sums here-under mentioned: And whereas there is due and payable unto the said *P. H.* by and upon the several Warrants or Orders from the Commissioners of her Majesty's Victualing — the several Sums following, *viz.* By one Warrant dated at the Victualing Office the, &c. the Sum of — (and so on with the rest) as by the said several Warrants or Orders may appear. Now it is hereby declared and agreed by and between the said Parties to these Presents for themselves, their Executors and Administrators, that as well the said several Sums due and payable as aforesaid, amounting in the whole to — *l.* as also the Sum of — standing out in Debts, are due and payable upon Account of the said late joint Trade between the said Parties, and that they are each of them interested in one full and equal Moiety thereof: And that as the said Monies, or any Part thereof shall be received by the said *H. P.* or *M. B.* or either of them, the same shall be immediately paid and divided, unto and between them the said Parties equally, Share and Share alike: And that no Benefit of Survivorship shall be taken or claimed

claimed by either of the said Parties to all, or any Part of the said Monies, in Case either of them shall happen to die before the same be received, but that his or her Part thereof so dying, shall remain, and go unto his or her Executors and Administrators. *Witness* the Hands and Seals of the said Parties hereunto interchangeably set; the Date hereof.

An Agreement between Joint Dealers, upon making up their Accounts, that if any Difference happen, it shall be referr'd.

To all to whom this present Writing shall come, P.D. T.P. and J. M. send Greeting.

WHEREAS the said Parties have had several Dealings between them, relating to cloathing several Regiments of her Majesty's Army, and otherwise, and are now adjusting, and do intend to settle and ballance all Accounts whatsoever now depending, and being between them the said Parties jointly, or any two of them, and for the better effecting and perfecting thereof, in Case any Doubts, Questions or Differences shall arise between them, or any two of them, concerning the said Accounts, or any Agreements, Promisses or Payments, Debts, Monies, Matters or Things relating thereunto, they the said Parties have agreed, and do hereby agree to refer all or any such Doubts, Questions or Differences from Time to Time to the Award and Determination of, &c. or any two of them indifferently named and chosen by and between them the said *P. D. T. P.* and *J. M.* to hear, judge and determine of and concerning all or any such Doubts, Questions or Differences from Time to Time within, &c. always next after the same shall be referred to them. And the said *P. D. T. P.* and *J. M.* each for himself and his own Executors and Administrators, and his own Acts, and not the one for the other, nor for the Act or Acts of the other, doth covenant, promise and agree to and with the other and others of them, his and their Executors and Administrators by these Presents, as followeth; (that is to say) That each of them the said *P. D. T. P.* and *J. M.* for his Part and Behalf, if and so often as any such Doubts, Questions or Differences shall arise between the said Parties in or concerning the said Accounts, or any Agreements, Promisses, Payments, Allowances, Monies, Matters or Things relating thereunto, that then and in such Case the said respective Parties shall and will from Time to Time refer and submit every or any such Differences, Doubts and Controversies to the Award, Judgment and Determination of the said, &c. or any two of them, to be by them, or any two of them heard, adjudged and determined: And that each of them the said Parties, their respective Executors and Administrators shall and will be concluded by, and perform, and fulfil the Award, Judgment and Determination which they the said Arbitrators, or any two of them shall from Time to Time make and declare in Writing under their Hands and Seals in and concerning every or any such Differences, Doubts or Controversies which shall arise and be to them referred as aforesaid, on or before the, &c. next ensuing the Date of these Presents: And that each of the said Parties shall and will upon Notice in that Behalf given, attend the said Arbitrators at such Time and Place as they shall order and require, in Order to their better Learning and Determining the same, and all Proofs and Allegations
to

to be made by the said Parties, or any of them, concerning such Doubts or Differences; or in Default of such their Appearance from Time to Time after such Notice given as aforesaid, that the Party making such Default, shall and will for every such Default forfeit and pay to the other or others of them the Sum of — of lawful, &c. Penalties. *In Witness, &c.*

An Agreement for a joint Trade in Tobacco to *Stockholm*.

Agreed, &c. between W. L. of, &c. of the one Part, and W. G. N. R. and A. S. of Stockholm in the Kingdom of Sweden, Merchants, of the other Part, and T. S. of London, of the other Part, as followeth; (that is to say)

THE said Parties, as well in Consideration of the Confidence they have in each other, as for their mutual Benefit and Advantage, have proposed and agreed to be jointly concerned in such Quantities of Tobacco as the said *W. L.* shall from Time to Time send and consign to the said *W. G. N. R.* and *A. S.* at *Stockholm*, for Sale there, not exceeding — Hogheads at any one Time, both for Profit and Loss, upon the Terms and Agreements according to their several Parts therein here-under mentioned. And therefore it is mutually covenanted, declared and agreed by and between the said *W. L.* for himself, and the said *W. G. N. R.* and *A. S.* and *T. S.* for themselves jointly and severally, and for their respective Executors and Administrators, by these Presents in Manner following; (that is to say) That all such Tobacco which shall be so sent from Time to Time to *Stockholm* by the said *W. L.* and consigned to the said *W. G. N. R.* and *A. S.* for Sale there, one Moiety thereof is to be, and shall be for Profit and Loss for the proper Account and Risque of the said *W. L.* and the other Moiety thereof for the proper Account and Risque of the said *W. G. N. R.* and *A. S.* and *T. S.* in equal eight Parts; and they the said *W. G. N. R.* *A. S.* and *T. S.* or some of them will dispose thereof for the most Profit and Advantage, and will render just Accounts of the Sale thereof to the said *W. L.* from Time to Time.

That Commission shall be charged by and for the proper Account of the said *W. L.* at *London* in the Invoice thereof of all such Tobacco which shall be so sent.

That upon Sale of the said Tobacco at *Stockholm*, Commission shall be also charged by and for the joint and proper Account of the said *W. G. N. R.* and *A. S.* according to their Shares therein, as aforesaid.

That all such bad Debts which shall at any Time happen upon Sale of any such Tobacco, shall be born by the said Parties proportionably, according to their several Shares in the said Goods.

That they the said *W. G. N. R.* *A. S.* and *T. S.* within — Months always after any such Quantity of Tobacco shall be ship'd at *London*, consigned and for the Account aforesaid, shall and will remit to the said *W. L.* by Bills of Exchange, payable in *London*, a Moiety of the Invoice, Price or Value thereof, or otherwise the said *W. L.* may draw Bills of Exchange on the said *W. G. N. R.* *A. S.* and *T. S.* which Bills they agree in such Case duly to pay.

That

That the Moiety of all the Proceed of all such Tabacco shall, on Sale thereof at *Stockholm*, be brought to the particular Credit and separate Account of the said *W. L.* And that they the said *W. G. N. R. A. S.* and *T. S.* shall and will invest the Value thereof in such Goods and Commodities, and ship them on board such Ships as the said *W. L.* shall from Time to Time order and direct for the proper Account and Risque of the said *W. L.*

That when any such Quantity of Tobacco, which shall be at any Time or Times sent as aforesaid, shall be sold at *Stockholm*, and the said *W. L.*'s Part answered and made good to him, the joint Interest between the said *W. L.* and *W. G. N. R. A. S.* and *T. S.* shall as to the said Quantity so sold cease and be determined.

And lastly, it is declared and agreed between the said Parties, that these Presents, or any Thing therein, shall not be construed to make any joint Concern or Partnership between the said *W. L. W. G. N. R. A. S.* and *T. S.* in respect of any other of their Affairs, Trade or Dealings whatsoever, otherwise than as to the particular Matters aforesaid. *In Witness, &c.*

An Agreement for a joint Concern in Goods sent beyond Sea.

Articles of Agreement indented, &c. between S. N. of the one Part, and C. H. of the other Part.

WHEREAS the said *C. H.* hath, on the, &c. last, bought of *G. P.* a Parcel of Cordovan-Skins, amounting as by Bill of Parcels to, &c. and the said *S. N.* hath another Parcel of Cordovan-Skins, which according to Bill of Parcels thereof agreed by the said Parties, and delivered to the said *C. H.* the, &c. amount to the Sum of — the half Part of which said last mentioned Parcels of Cordovans, or thereabouts, the said *S. N.* hath delivered to the said *C. H.* which he acknowledges to have received accordingly, the other Parts whereof are remaining in the Ware-house of the said *S. N.* *Now these Presents witness*, that the said Parties have agreed, and do hereby for themselves, their Executors, Administrators and Assigns mutually covenant, promise and agree to and with each other, his and, their Executors, Administrators and Assigns as followeth; (that is to say) That they the said Parties shall and will be equally concern'd in both the said Parcels of Skins, which according to the said Bills of Parcels amount to in the whole — and in all Profit and Loss thereby arising or happening: And that each of them shall and will pay and make good unto the other of them their respective Moieties of the several Sums which the said Goods according to the several Bills of Parcels thereof amount unto as aforesaid: And that all Charges, Expences, Losses and Damages, and likewise all Gain and Advantage by, or in respect of the several Parcels of Skins shall be equally born, had and received by and between the said Parties Share and Share alike. And the said *C. H.* doth undertake to sell and dispose of the said Goods for the most Profit and Advantage of both the said Parties. *In Consideration* whereof the said *S. N.* doth agree to pay and allow to the said *C. H.* out of his own Moiety — Guineas. And the said Parties do agree to take each other's Advice and Consent in all Matters and Things relating to the said Goods and Disposal thereof; and to be just and true to each other therein. *And lastly*, it is agreed, that no Benefit

of Survivorship shall be claimed by either of the said Parties, of, in or to the said Premises, but that the Part and Share therein of each of them shall remain and go to his Executors and Administrators, any Law or Custom, or any Thing herein to the Contrary notwithstanding. *In Witness, &c.*

A Glafs-makers Contract.

Articles of Agreement indented, made, concluded and agreed upon the, &c. between W. B. &c. of the one Part, and J. S. &c. of the other Part, in Manner following; (that is to say)

I*mprimis*, the said *J. S.* doth covenant, promise and agree to and with the said *W. B.* his Executors, Administrators and Assigns, and every of them, by these Presents, in Manner following; (that is to say) That he the said *J. S.* for and in Consideration of the Payments and Allowances herein after mentioned and express'd on the Part and Behalf of the said *W. B.* his Executors, Administrators and Assigns, to be paid and allowed, shall and will truly and faithfully serve and work for him the said *W. B.* his Executors, Administrators and Assigns, and do and perform the Art, Business and Occupation of making Plate, Glafs, *Normandy* or Crown-Glafs, Flint-Glafs, ordinary Glafs-Vials, and all other Sorts of Glafs-wares wherein he is skilled, or which he is capable of making, or any of them as he shall be from Time to Time required, ordered or directed by the said *W. B.* his Executors or Administrators, or his or their Clerks or Servants in that Behalf (Bottle-Glafs excepted) for and during the Term and Space of seven Years, to commence and be reckoned from the Day of the Date of these Presents, and from thenceforth fully to be compleat and ended.

Item, That the said *J. S.* shall and will be ready at all Times during the said Term, at the Request or Demand of the said *W. B.* his Executors, Administrators and Assigns, or any of his or their Clerks or Servants for the Time being, to work for him and them in the making of any of the several Sorts of Glasses aforesaid, at the Glafs-works or Glafs-house at or near, &c. or any other Glafs-works, within ten Miles of *London*, where he, they, or any of them shall order and appoint him to work, as aforesaid; and that according to his best Skill and Judgment, and as may be most for the Profit and Advantage of the said *W. B.* his Executors, Administrators and Assigns.

Item, That he the said *J. S.* shall not, nor will, at any Time during the said Term, wilfully neglect or depart from the said Work, Service and Imployment of the said *W. B.* his Executors, Administrators and Assigns; nor work to or for any other Person or Persons whatsoever, in the Art or Occupation aforesaid, without the Leave and Lioence of him the said *W. B.* his Executors, Administrators and Assigns, or some of them, first had and obtained in Writing under his, their, or some, or one of their Hands and Seals in that Behalf.

Item, That he the said *J. S.* shall not, nor will, at any Time during the said Term do, or cause, or willingly suffer to be done, any Act, Matter, or Thing whatsoever, to the Hindrance or Prejudice of him the said *W. B.* his Executors, Administrators, Partners or Assigns, or any of them in his or their Glafs-works or Concernments aforesaid, or otherwise howsoever.

H

Item,

Item, the said *W. B.* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree to and with the said *J. S.* his Executors, Administrators and Assigns in Manner following; (that is to say) That he the said *W. B.* his Executors, Administrators and Assigns, for and in Consideration of the Works and Service afore said, to be well, truly and faithfully done and performed by him the said *J. S.* shall and will pay, allow and satisfy unto him the said *J. S.* during the said Term of seven Years, 20 s. *per Week*, for 40 Weeks in each Year; the first weekly Payment to begin on the, &c. next ensuing the Date of these Presents; and of the remaining twelve Weeks of each Year during the said Term of seven Years, six Weeks thereof he shall be allowed and paid 10 s. *per Week* for Play-wages, provided he is not imployed, and the other six Weeks in each Year by Agreement are to be allowed for Repairing of Furnaces, and no Payment or Allowance is to be made to the said *J. S.* for the last six Weeks.

And lastly, for the true and faithful Observing and Performing of all and singular the Articles, Covenants, Payments and Agreements herein before mentioned and express'd, to be by the said *W. B.* his Executors and Administrators, and the said *J. S.* observed, paid and performed as afore said, according to the true Intent and Meaning of these Presents, each of them the said *W. B.* and *J. S.* bindeth himself, his Executors, Administrators and Assigns, unto the other of them, his Executors, Administrators and Assigns respectively, in the Sum or Penalty of 500 l. of lawful, &c. firmly by these Presents. *In Witness, &c.*

An Agreement for an Apprentice to a Merchant.

Articles of Agreement indented, made, &c. between R. K. of, &c. of the one Part, and E. P. of the, &c. of the other Part, as followeth; (that is to say)

WHEREAS the said *R. K.* hath taken *W. P.* Son of the said *E. P.* to be his Apprentice in his Trade and Business of a Merchant, for seven Years, commencing from the — as by his Indentures of Apprenticeship, bearing Date, &c. Relation being thereunto had, may appear. *And whereas* in Consideration the said *R. K.* taking the said *W. P.* to be his Apprentice, and of the several Agreements, Matters and Things by and on the Part of the said *R. K.* to be done and performed as herein after is express'd, the said *E. P.* hath at or before Sealing hereof paid unto the said *R. K.* the Sum of — of lawful, &c. the Receipt whereof the said *R. K.* doth hereby acknowledge, and thereof doth acquit and discharge the said *E. P.* his Executors and Administrators: *Now therefore* these Presents witness that it is agreed by and between the said Parties to these Presents, and the said *R. K.* doth for himself, his Executors and Administrators, in Consideration of the said Sum of — so to him paid as afore said, doth covenant, promise and agree to and with the said *E. P.* his Executors, Administrators and Assigns by these Presents, as followeth; (that is to say) That immediately after the Expiration of five Years of the said Term of the said *W. P.*'s Apprenticeship, or some Time sooner, if an Opportunity offers of placing him advantageously, he the said *R. K.* will, with the Consent and Liking, and

and at the Charge of the said *W. P.* send him abroad as a Factor or Merchant, to some Place beyond the Seas, where the said *R. K.* trades and corresponds; and that he shall be and go recommended by the said *R. K.* to the Person who shall then be his Factor or Correspondent (if he shall then have any such) at the Place to which he shall be so sent, with whom the said *W. P.* is to continue for the Space of one Year, from his Arrival there, in Order to learn the Language of the Place, and to qualify himself for Business; and that during the said one Year he shall be provided with necessary Lodging and Diet, at the Charge of the said *R. K.* and that he the said *W. P.* shall immediately after the Expiration of the said one Year be received, joined and taken in Partnership with such Person to whom he shall be so sent, and go recommended as aforesaid: And that as well during the then Residue of the said Term of his Apprenticeship, as after the Expiration thereof he shall have, receive and enjoy one full Moiety, or half Part of all the Profits and Advantages of Factorage and Commissions, arising by the Trade and Business of the said *R. K.* or any of his Friends that he can recommend at such Place whither he shall be so sent, according to the Custom of the said Place, during the Time as the said Person with whom he shall be so joined in Partnership, and the said *W. P.* shall both continue in the said Place; and in Case such his Partner shall leave the Place, or that the said *R. K.* shall have no Factor at the said Place at the Time of the said *W. P.*'s Arrival there, that then after the Expiration of the said one Year, from the Arrival of the said *W. P.* at the Place to which he shall be so sent as aforesaid, as well during the then Residue of the said Term of his Apprenticeship, as after the Expiration thereof, for so long as he shall continue at the Place, and behave himself as he ought to do, and no other Person shall be joined with him therein by the said *R. K.* (which he reserves a Liberty to do, if he shall think fit) he the said *W. P.* shall have and enjoy the whole Profits and Advantage of Factorage or Commissions arising by the Trade and Business of the said *R. K.* and any of his Friends that he can recommend at such Place whither he shall be so sent, according to the Custom of the said Place: *Provided* nevertheless, and it is declared and agreed by and between the said Parties, that the said *A. K.* shall at any Time or Times have a Liberty to join any other Person in Partnership with the said *W. R.* at the Place to which he shall be so sent as aforesaid, in and for the one Moiety of the Profits of the said Factorage or Commissions arising there by the Trade and Business of the said *R. K.* or any of his Friends that he can recommend as aforesaid, as he shall think fit during the said *W. P.*'s Stay at the said Place. And it is hereby agreed by and between the said Parties that from the Expiration of the said one Year after the Arrival of the said *W. P.* at the Place to which he shall be so sent as aforesaid, he is to maintain himself with his Diet and Lodging at his own Charge: And further, that he the said *R. K.* will at his own Charge, at any Time after the Expiration of the said Term of seven Years, upon the Request of the said *W. P.* make, or cause the said *W. P.* to be made free of the (*Levant, Muscovia and Eastland Companies.*) And the said *E. P.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *R. K.* his Executors, Administrators and Assigns, That he the said *E. P.* his Executors and Administrators will at his own Charge pay and discharge the Duty or Sum of Money charged payable, and to be paid by Virtue of a late Act of Parliament, for laying certain Rates upon Monies given with Clerks and Apprentices, for and in respect of the said Sum of — so paid to the said *R. K.* as aforesaid, and shall and will likewise, during the said Term of seven Years, find

and provide unto and for the said *W. P.* all his wearing Apparel whatsoever, and will indemnify the said *R. K.* his Executors and Administrators therefrom, and from every of them. *And lastly*, it is declared and agreed by and between the said Parties to these Presents, and the said *R. K.* doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said *E. P.* his Executors and Administrators, That in Case the said *R. K.* shall happen to depart this Life before the said *W. P.* shall be sent abroad, as aforesaid, and be actually settled in the Business of the said *R. K.* either in Partnership, or by himself, so as to receive or be entitled to the Profits thereof, or Part thereof, in such Manner as before is mentioned, that then and in such Case the Executors or Administrators of the said *R. K.* shall and will return and repay unto the said *E. P.* his Executors, Administrators or Assigns — of the said — so paid to the said *R. K.* as aforesaid, within six Months after such his Decease: But in Case of the Decease of the said *W. P.* at any Time during the said Term of his Apprenticeship, the said *R. K.* his Executors or Administrators is and are not to return and pay back the said — or any Part thereof in any wise, any Law or Custom to the Contrary notwithstanding. *In Witness, &c.*

See more in the Second Volume.

Bonds.

Bonds.

To stand to Arbitration. Common.

THE Condition, &c. That if thea bove-bound *A.* his Heirs, Executors and Administrators, for his and their Parts and Behalfe, shall and do in and by all Things well and truly stand to, obey, abide, observe, perform, fulfill and keep the Award, Order, Arbitrament, final End and Determination of ——— *or any two of them*, Arbitrators indifferently elected and named, as well by and on the Part and Behalf of the said *A.* as by and on the Part and Behalf of the above-named *B.* to arbitrate, award, order, judge and determine of and concerning all and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Bills, Bonds, Specialties, Covenants, Contracts, Promises, Accounts, Reckoning, Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, at any Time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said Parties, so as the Award of the said Arbitrators, *or any two of them*, be made and set down in Writing indented under their, *or any two* of their Hands and Seals, ready to be delivered to the said Parties in Difference, on or before the, &c. Then, &c.

To be added, if Umpire. And if the said Arbitrators shall not make such their Award, of and concerning the Premises within the Time limited, as aforesaid, then if the said *A.* his Heirs, Executors and Administrators for his and their Parts and Behalf do and shall well and truly stand to, observe, perform, fulfill, and keep the Award, Determination and Umpirage (if Umpire be named) of *G.* being a Person indifferently named and chosen between the said Parties for Umpire (if not named) of such a Person as the said Arbitrators shall indifferently choose (for Umpire) in and concerning the Premises, so as the said Umpire do make and set down his Award and Umpirage in Writing indented under his Hand and Seal, ready to be delivered to the said Parties in Difference, on or before the, &c. Then, &c.

To come in after Then, &c.

To be added, when to be made a Rule of Court. And it is hereby agreed by and between the said Parties, That these Presents, and the Submission hereby made of the said Matters in Controversy, shall be made a Rule of his Majesty's Court of *King's Bench*, to the End the said Parties in Difference shall be finally concluded by the said Arbitration by these Presents intended, pursuant to the late Act of Parliament in that Case made and provided.

Bond of Arbitration from one of the Executors of a Factor about his Accounts.

WHEREAS Differences have arisen between the above-bound *A.* and the above-named *B.* Executors, as above-mentioned, concerning certain Accounts depending between the said Parties, the Particulars whereof are contained in a Writing, or Paper dated in — the — signed by the said *A.* and intitled — And in one other Writing or Paper, dated at — the — signed by *D.* (who is joint Executor with the said *B.*) and intitled — Which Accounts, and all Differences and Demands concerning the same, the said Parties have agreed to refer to the Award, Judgment and Determination of — Arbitrators indifferently named, as well by and on the Part and Behalf of the said *A.* as by and on the Part and Behalf of the said *B.* to award, arbitrate, judge and determine concerning the same, as hereunder is mentioned: Now, &c. That if the said *A.* his Executors and Administrators for his and their Parts and Behalves shall and do in and by all Things well and truly stand to, observe, perform, fulfill and keep the Award, Arbitration, Judgment, final End and Determination, which the said — Arbitrators, as aforesaid, shall make and give up in Writing, &c. as usual to the Time, and then — in and concerning the before-mentioned Accounts, and all or any Actions, Suits, Debts, Dues, Sums of Money, Differences, Damages, Claims and Demands concerning the same, Then, &c.

The Difference in the other:

That if *B.* and *D.* the other Executors of *C.* their Executors and Administrators, and either and every of them.

Bond of Arbitration from a Part-owner, on Behalf of his Son, Master of a Ship, about Damage of Goods. With Umpirage.

WHEREAS Differences have arisen and are depending between the above-named *A.* and *C.* Son of the above-bound *B.* and late Master of the Ship — Burthen — about and concerning Damages and Waste of Goods belonging to the said *A.* on board the said Ship, in her late Voyage from — to — Which Differences by Agreement of the said Parties are referred to the Award, Arbitration, Judgment and Determination of — indifferently chosen by and between the said Parties, to award, order, judge and determine concerning the same: And if they do not make the Award within the Time here-under limited, then to the Umpirage of such a Person as the said Arbitrators shall indifferently choose for Umpire, as hereunder is mentioned: And the said *B.* hath also undertaken for the said *C.*'s Performance of such Award and Umpirage as shall be made concerning the same. Now therefore, &c. That if the said *C.* or the said *B.* for and on his Behalf, their Heirs, Executors and Administrators shall and do, &c. (*as in the last, till after Time*) and then about and concerning the said Matters in Difference, and all, or any Actions, Suits and Causes thereof, Covenants, Controversies, Agreements, Sums of Money, Payments, Damages,

gages, Claims and Demands whatsoever, concerning the same. And if the said Arbitrators shall not, &c. Then if the said C. or the said B. for and on his Behalf, their Heirs, Executors and Administrators shall and do stand to and perform, &c. *As in the common Bond above.*

Another between Master and Owners, and Freighters of a Ship.

THE Condition, &c. That if the above-bound A. who was late Master of the Ship —, and the above-bound B. C. and D. Part-owners of the said Ship, and the rest of the Part-owners thereof do and shall in and by all Things well and truly stand to, perform and keep the Award, Judgment, final End and Determination of — Arbitrators indifferently named and chosen, as well by and on the Part and Behalf of the said A. B. C. and D. as by and on the Part and Behalf of the above-named E. and G. to arbitrate, judge and determine of and concerning all and all Manner of Actions, and Suits, and Causes thereof, Debts, Dues, Covenants, Contracts, Agreements, Sums of Money, Controversies, Differences, Claims and Demands between the said Parties, or any of them relating to, or concerning the said Ship — and her late Voyage to — and thence to — in the Year — so as the said Arbitrators shall make, &c. *as usual.*

In another of the same Sort my Master has put in the Words, Whatsoever at any Time heretofore had, made, moved, brought, &c. as in the common Bond of Arbitration, after the Words Claims and Demands.

From Part-owners, and one on the Behalf of the Master of a Ship, about Damage demanded for Breach of Charter-Party.

WHEREAS Differences, &c. and are depending between the above-named D. of the one Part, and E. Master of the Ship — Burthen — of the other Part, about and concerning a Charter-Party, dated, &c. made between the said E. Master of the said Ship, of the one Part, and the said D. of the other Part, and concerning Damages demanded by the said D. for a Breach thereof by the said Master; which Difference, and likewise all or any other Differences and Demands between the said Parties, and all Actions, Suits and Causes thereof, Covenants, Contracts, Agreements, Sums of Money, Payments, Damages, Claims and Demands concerning the same, the above-bound A. Part-owner of the said Ship, and B. for and on the Behalf of the said E. and the said D. have agreed to refer to the Award, Arbitrament, final End and Determination of — Arbitrators indifferently, &c. *as usual*, to award, arbitrate, judge and determine of and concerning the same: And if they do not make their Award within the Time here-under limited, then to the Umpirage of — as hereunder is mentioned. *Now* therefore, &c. That if the said E. his Heirs, Executors and Administrators, and Part-owners of the said Ship, for his and their Parts, shall and do observe, perform,

perform, fulfill and keep the Award, Order, Judgment and Determination which said — Arbitrators as aforesaid, &c. as usual, to the Time limited, and then about and concerning the Matters in Difference, and all or any Actions, Suits and Causes thereof, Covenants, Contracts, Agreements, Sums of Money, Damages, Claims and Demands concerning the same. And if the said Arbitrators shall not, &c. Then if the said *E.* his Heirs, Executors Administrators, and Part-owners of the said Ship shall and do, &c.

Obser, The Condition of this is, That if the Master, his Heirs, Executors and Administrators, and the Part-owners for his and their Parts.— *And about Umpirage,* — That if the Master and Part-owners, his and their Executors and Administrators, *and so wrote fair and sealed; tho' in other Bonds much the same, it is,* That if the Master and Part-owners, or Person bound, and others concerned, their Executors and Administrators, *without Heirs.*

From two Persons, Attornies of Administrators.

WHEREAS Differences have arisen between the above-named *A.* and *G.* — since deceased, about and concerning — Which Differences not being adjusted by the said *A.* and *G.* the above-bound *B.* and *C.* the lawful Attornies, and for and on the Behalf of *D.* and *E.* Administrators of the Goods and Chattels of the said *G.* and the said *A.* have agreed to refer the said Differences to — Arbitrators, &c. to arbitrate, &c. concerning the same, as here-under is mentioned. *Now, &c.* That if the said *B.* and *C.* and the said *D.* and *E.* and either and every of them, their Executors and Administrators shall and do stand to, perform and keep the Award, Order, Arbitrament, final End and Determination, which the said — Arbitrators as aforesaid shall make, &c. (to the Time) in and concerning the said Matters in Difference, and all or any Actions, Suits, Accounts, Sum and Sums of Money, Damages, Claims and Demands concerning the same; Then, &c.

Another between the Assignees in a Commission of Bankrupt, and a Master of a Ship that belonged to the Bankrupt.

WHEREAS Differences, &c. between the above-bound *A.* and the above-named *B.* and *C.* Assignees and Trustees, by Virtue of a Commission of Bankrupt awarded against *E.* by his Consent and Desire, to defeat Attachments about and concerning an Account depending between the said *A.* and *E.* concerning the Ship —, whereof the said *A.* was Master; which Difference concerning the said Ship, and all or any other Accounts, Matters and Things depending between the said *A.* and the said *E.* they the said Parties have agreed to refer to the Award, Judgment and Determination of — Arbitrators, indifferently named and chosen by and between the said Parties in Difference, in and concerning the Premises: *Now, &c.* That if the said *A.* do and shall, &c. and

Wrote no further in the Draught.

The other Part is,

That if *B.* and *C.* Assignees as aforesaid, do and shall, according as the Estate of the said *E.* makes out, and in Proportion as his other Creditors do receive, well and truly stand to, &c.

Between two Masters of a Ship for themselves and Owners about a Prize.

WHEREAS Differences, &c. between the above-bound *A.* and the rest of the Part-owners of the Ship —, whereof the said *A.* is Commander, of the one Part, and the above-named *B.* and the rest of the Part-owners of the Ship —, whereof the said *B.* is Commander, of the other Part, concerning the Parts or Proportions claimed by, and belonging to the Owners of the said several Ships, in respect thereof of and in a *French* — or Vessel called the —, Master and her Loading, which was lately taken as Prize by the said *A.* and *B.* in and with the said Ships — and — and all Monies arising thereby: *Now*, &c. That if the said *A.* and the Rest of the Part-owners of the said Ship —, their Executors and Assigns do and shall in and by all Things well and truly stand to, perform and keep the Award, Judgment, final End and Determination of, &c. Arbitrators indifferently named by and on the Behalf of the said Parties in Difference, to arbitrate, judge and determine the said Matters in Difference between them, and all or any Actions, Suits, Accounts, Sums of Money, Damage, Claims and Demands concerning the same, so as their Award shall be made, &c.

Obser, In most Bonds from one or more Part-owners, on Behalf of the rest, are put in just before *Now*, &c. these Words, And the said — hath undertaken for the rest of the Part-owners of the said Ship Performance of such Award as shall be made concerning the same: *And then*, The Condition, That if the said — and the rest of the Part-owners of the said Ship, their Executors, Administrators and Assigns.

Between Part-owners and one on the Behalf of Sailers, about Wages.

WHEREAS Differences, &c. between the above-bound *A.* and the above-named *B.* touching the Claims of *C.* *D.* and *E.* for whom the said *B.* acts, concerning Wages due to them from the said *A.* and the rest of the Part-owners of the Ship —, — Master; which Differences the said Parties have agreed to refer to the Determination of— *Now*, &c. That if the said *A.* his Executors and Administrators, and the rest of the Part-owners of the said Ship — do and shall in and by all Things well and truly stand to perform and keep the Award, Judgment, final End and Determination, which the said — Arbitrators indifferently chosen between them as aforesaid, shall make and give up in Writing, &c. without any Actions, Suits, or any such like Words.

The other Part,

That if the said *B.* and the said *C. D.* and *E.* for whom he acts as aforesaid, shall, &c.

Bond of Bottomry, common for India, for 20 Months certain, and 16 Months uncertain.

Penalty in double the Money lent and *Premio* to grow due for the Time certain.

¹ **T**HE Condition, &c. That if the good Ship or Vessel, called the — Burthen about —, whereof — is Commander, shall and do proceed and sail from and out of — on a Voyage to any Port or Places in *East India* and *China*, or elsewhere beyond the *Cape of good Hope*, and from thence sail, return and come back into the Port of *London*, or other her Delivery-Port in *England*, to end her Voyage by or before the End or Expiration of 36 Kalendar Months, from [the Date or Departure of the Ship] to be accounted (the Casualties and Dangers of the Seas always excepted.) And if the above-bound *A.* his Heirs, Executors or Administrators shall and do truly pay or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns, the full Sum of — of lawful, &c. within 30 Days next after the first and next Return and Arrival of the said Ship, at the Port of *London*, or other her Delivery-Port in *England*, from the said Voyage, or at the End and Expiration of the said 36 Kalendar Months, to be accounted as aforesaid, which shall first happen, *together also with the Sum of — (the 20th Part) of like Money per Month for all such Time and so many Months as shall be elapsed and run out of the said 36 Months, over and above 20 Months, and at and after the same Rate for any greater or lesser Time than a Month.* Or if in the said Voyage, and before the End of the said 36 Kalendar Months, to be accounted as aforesaid, an utter Loss of the said Ship, by Fire, Enemies, Men of War, or any other inevitable Casualty shall unavoidably happen (which God forbid) to be sufficiently proved by the said *A.* his Executors or Administrators, Then, &c.

Another Form, older than the former, either for a Debt, or Money lent.

² **W**HEREAS the good Ship or Vessel, called the —, Burthen, &c. whereof — is Master, is now bound out, and forthwith to depart on a Voyage to —, and thence to — to end her Voyage, [And whereas the above-bound *A.* hath (on or before) the Date hereof paid and lent unto the above-bound *B.* the Sum of — of lawful, &c. Or [And whereas the above-bound *B.* oweth and is indebted unto the above-named *A.* on the Day of the Date above written, the Sum of — of lawful, &c. which said Sum the said *A.*] *And then after either of these two comes in,*

is contented to stand to and bear the Hazard and Adventure thereof on the Hull or Body of the said Ship, during the said Voyage, so as the same do not exceed — Kalendar Months, from — to be accounted: *Noze, &c.* That if the said Ship shall and do accordingly proceed on her said Voyage to — and return, and come to — *without deviating therefrom, unless compelled thereunto by Extremity of Weather, or other Casualty.* And also, if the above-bound *B.* his Heirs, Executors or Administrators do and shall well and truly pay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns the said Sum of — of lawful, *&c.* within — Days next after the Return and Arrival of the said Ship, from her said intended Voyage into — *and there moored at Anchor 24 Hours in Safety,* or next after the End and Expiration of the said — Kalendar Months, to be accounted as aforesaid, which of them shall first happen, unless in the said Voyage, and before the End of the said — Months, an utter Loss of the said Ship by Fire, Enemies, Men of War, or any other inevitable Accident shall unavoidably happen, to be sufficiently proved by the said *B.* his Heirs, Executors or Administrators; Then, *&c.*

Obser, Sometimes in Bonds of this Sort there is, And whereas the above-named *B.* hath before Sealing hereof paid and lent unto the above-bound *A.* a certain Sum of Money, and is contented, *&c.* (as in the foregoing) Or, And whereas *B.* hath at or before Sealing hereof sold and delivered unto *A.* a Parcel of Goods, and is contented, *&c.* (and commonly, *tho' left out in some*) the Receipt of which said Sum or Goods the said *B.* doth hereby acknowledge; (and then after paying the Sum, comes in) In Consideration of the said Money so lent, and the Hazard and Adventure thereof, as aforesaid, the Sum of — Or, In Consideration of the said Goods to him sold and delivered, and the Hazard and Adventure thereof, as aforesaid, the Sum of —

 When there are so many Months certain, and so many uncertain, the Premio for a Month uncertain must be the Proportion of the Premio for the Month certain, as the Number of Months certain per Cent. As if 500 l. be lent at 50 l. per Cent. 20 Months certain, and 16 pro Rata, the Money to be paid at the End of 20 Months is 750 l. and for the 16 Months pro Rata, 12 l. 10 s. per Month.

The Words which are in Italian Characters, in N^o 1. are to be left out, when only for a certain Time.

The Words in the like Characters, in N^o 2. are old fashion'd, out of old Forms, and seldom used, but when the Words Without deviating, *&c.* are left out. I think the Dangers of the Seas, *&c.* as in N^o 1. ought to be in.

*For the half Hire of Iron for Ballast for a Ship, or for
Kentillage.*

THE Condition, &c. That if the Ship —, Burthen —, now —, whereof the above-bound *A.* is Master, do and shall with all convenient Expedition sail and proceed from — on her intended Voyage to —, and from thence to return to —, or some other Delivery-Port in *England*; and if the said *A.* his Heirs, Executors or Administrators do and shall, at the End of 20 Kalendar Months, to be accounted from —, or on the Return and Arrival of the said Ship at the Port of *L.* or other her Delivery-Port in *England*, within the said Time which shall first happen, if the said Ship shall within the said Time return and arrive as aforesaid, well and truly pay, or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns the said Sum of — of lawful, &c. being for the half Part of the Hire of — cast Iron Bars for Kentillage, containing — delivered by the said *B.* on board the said Ship for her Ballast (the other half Part of the Hire for the said Iron the said *A.* having paid the said *B.* at or before Sealing hereof) And shall likewise, and do upon the Return of the said Ship, at the End, or at any Time within the said 20 Months from her said Voyage deliver, or cause to be delivered unto the said *A.* his Executors, Administrators or Assigns, the said — Bars of cast Iron Bars: And if the said Ship shall be out upon her said intended Voyage longer than the said 20 Months, then if the said *A.* his Heirs, Executors or Administrators do and shall, within ten Days next after the Return and Arrival of the said Ship from her said intended Voyage, at any Time after the End of the said 20 Months, deliver, or cause to be delivered unto the said *A.* his Executors, Administrators or Assigns, the said — Bars of cast Iron; and shall and do also pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of — together with so much lawful, &c. more at and after the Rate of — per Month, for every Kalendar Month, and proportionably for a lesser Time than a Month, that the said Ship shall be abroad in Safety on her said Voyage. *In Consideration* of his and their running the Adventure and Risque aforesaid; or if in the said Voyage an utter Loss of the said Ship shall happen by Fire, Enemies, Men of War, or other inevitable Casualty, to be in such Case sufficiently proved; *Then* and in either of the said Cases this Obligation to be void.

*Another Form, drawn by R. B. for 20 Months certain, 16
uncertain.*

THE Condition, &c. That if the good Ship or Vessel, called the — Burthen about —, now —, whereof — is Commander, do and shall with all convenient Expedition proceed and sail from — upon a Voyage to —, and from thence to return, and sail, and come unto — or other her Delivery-Port in *England*, to end her Voyage by or before the End or Expiration of — Kalendar Months, to be accounted from —, the Dangers of the Seas excepted: And if the said Ship shall be arrived at the Port of — or other Delivery-Port in *England* from the said Voyage at or before the Expiration of 20 Months, to be accounted as aforesaid;

Then if the said *A.* his Executors, Administrators or Assigns do and shall within — Days next after such her Return within the said 20 Months well and truly pay, or cause to be paid unto the above-mentioned *B.* his Executors, Administrators or Assigns, the Sum of — of lawful, &c. And further, if the said Ship shall be out upon the said Voyage longer than the said 20 Months, Then if the said *A.* his Executors, Administrators or Assigns do and shall within — Days after the said Ship's Arrival, as aforesaid, or next after the End and Expiration of the said 36 Kalendar Months, which shall first happen, well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — of lawful, &c. together with — of like Money *per Month*, for every Month the said Ship shall be out upon the said Voyage longer than the said 20 Months, until the Expiration of the said 36 Months, and so after the same Rate for a lesser Time than a Month; or if in the said Voyage, and within the said 30 Months, to be accounted as aforesaid, an utter Loss, &c.

This Form is seldom or never used.

Another Form, for a certain Time only.

WHEREAS the above-bound *A.* hath at or before Sealing of these Presents, received of, and is indebted unto the above-named *B.* the Sum of — of lawful, &c. which said Sum at the Request of the said *A.* the said *B.* is contented and hath agreed to stand to and bear the Hazard and Adventure of upon the Hull or Body of the good Ship —, which Ship is bound out on a Voyage to —, and thence to return to —. Now, &c. That if the said Ship shall proceed on her intended Voyage, and return and come back again to — without deviating, &c. And also, if the said *A.* his Heirs, Executors or Administrators do and shall truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — to him lent as aforesaid, within — Days next after the Return of the said Ship into — from the said Voyage, and there moored, &c. at any Time within the Space of 30 Kalendar Months, to be accounted from — together with so much lawful, &c. more, at and after the Rate of — *per Cent per Month*, shall grow due to be paid for each Month, and proportionably for a lesser Time than a Month, that the said Ship shall be on her said Voyage, and until her Arrival, as aforesaid. *In Consideration* of the said Hazard and Adventure of the said Money as aforesaid; and if the said Ship shall not be returned and arrived at — from her said intended Voyage at or before the End and Expiration of the said 30 Months, and shall then be in Safety abroad; Then if the said *A.* his Heirs, &c. do and shall truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns the said Sum of — lent as aforesaid, together with all such further Sum and Sums of Money which shall become and be due for the Hazard and Adventure of the said Money, after the Rate of — *per Cent per Month*, within — Days next after the End of the said 30 Kalendar Months; Then, &c. and no Unless, &c.

Clause

Clause when made to a Freighter, that he may deduct out of the Freight.

This comes in after the Money, and just before (Unless in the said Voyage, and before, &c.)

AND for more sure Payment thereof, when the same shall become due as aforesaid, if the said *A.* (the Obligor) his Executors and Administrators do and shall discount, deduct and allow the said Sum of ——— unto the said *B.* (the Obligee) out of the Freight, or Money to grow due for the said Ship ——— let to Freight to the said *B.* Unless in the said Voyage, and before the End, &c.

Another of this Sort.

This comes in last of all, after Then this Obligation to be void, &c.

AND for better Security of Payment thereof, if the same happens to become due, I the said *A.* do hereby covenant and agree for my self, my Executors and Administrators, to and with the said *B.* his Executors and Assigns, That he and they shall and may, and I order him and them to deduct, retain and keep to his and their own Use so much of the Freight which shall grow due to me from the said *B.* for Tunnage let him in the said Ship for the said Voyage by Charter-Party, dated ———, as will fully pay the said Sum of, &c.

Obser, Sometimes a Bond of Bottomry is made for a certain Sum of Money, without any Premio express'd, which is commonly when it is for Goods sold, and then it is, The Sum of ——— of lawful, &c. within ——— next after the first and next Return and Arrival of the said Ship at ———, or at the End and Expiration of ——— Months, which of them shall first happen, unless, &c.

Sometimes when it is recited that the Obligor hath borrowed a Sum of Money, & is express'd, For or towards fitting out the said Ship for her said intended Voyage.

Sometimes there is this Recital.

Whereas the Ship is bound out on a Voyage to, &c. And then, And whereas the Owners of ——— Part of the said Ship have not paid and furnished their respective Proportions of the Charges of fitting out the said Ship for the said intended Voyage, and thereupon the said Master is necessitated to take up Money for supplying and fitting the said ——— Parts of the said Ship, for her said intended Voyage: To which said Voyage and Imployment the major Part of the Owners of the said Ship have consented and agreed, &c. And whereas *C.* hath paid and lent unto the said Master the Sum of, &c.

For a Ship that goes two Voyages, as she is ordered by the Freighters, Premio express'd for both.

THE Condition, &c. That if the good Ship or Vessel, called the — Burthen about —, now —, whereof — is Master, shall and do proceed and sail from and out of the River of *Thames* on a Voyage to *Lisbon*, and from thence either sail, return and come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End or Expiration of five Kalendar Months, from — to be accounted, or else proceed and sail from *Lisbon* aforesaid to *Barbadoes*, and thence return and come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End and Expiration of 10 Kalendar Months, to be accounted as aforesaid; which the said Ship shall be ordered (the Casualties and Damages of the Seas always excepted.) And if the said Ship shall be ordered and return from *Lisbon* to *London*, and not proceed to *Barbadoes*: Then if the above-bound *A.* his Heirs, Executors or Administrators shall and do truly pay, or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns, the full Sum of 172 *l.* 10 *s.* of lawful, &c. within — next after the first and next Return and Arrival of the said Ship at *Gravesend*, from her said intended Voyage to *Lisbon*, or at the End and Expiration of the said five Kalendar Months, to be accounted as aforesaid, which of them shall first happen: And if the said Ship do not return directly from *Lisbon* to *London*, but shall proceed thence to *Barbadoes*, and so to *London*: Then if the said *A.* his Heirs, Executors or Administrators shall and do truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, within 10 Days next after the first and next Return and Arrival of the said Ship at *Gravesend*, from her said intended Voyage to *Barbadoes*, or at the End and Expiration of 10 Kalendar Months, from — to be accounted, which shall first happen, the Sum of 150 *l.* of lawful, &c. together with the Sum of 3 *l.* of like Money *per* Month, for all such Time, and so many Months as shall be elapsed and run out of the said 10 Months, and at the same Rate for any greater or lesser Time than a Month: Or if in either of the said several Voyages, and within either of the respective Times before limited for Performing and Making the same, an utter Loss of the said Ship, &c. as usual.

Bond of Bottomry on a Ship and Cargo.

WHEREAS the above-bound *A.* Master of the good Ship or Vessel, called the —, Burthen about —, now — is bound out in and with the said Ship on a Voyage to —, and thence to —, and thence to return to —: And whereas the said *A.* is concerned in the Cargo aboard the said Ship: And whereas the above-named *B.* at the Request of the said *A.* hath at or before Sealing hereof [paid and lent unto the said *A.* or, furnished the said *A.* with Goods to] to a certain Sum of Money, and is contented and hath agreed to stand to and bear the Hazard and Adventure thereof upon the Hull or Body of the said Ship and Cargo therein, during the said Voyage, so as the same do not exceed — Kalendar Months,

Months, from — to be accounted: *Now, &c.* That if the said *A.* his Heirs, Executors or Administrators do and shall truly pay, or cause to be paid unto the said *B.* his Executors, Administrators and Assigns, for the said Monies so lent (or Goods so bought) and adventure thereof, as aforesaid, the Sum of —, at or upon the Arrival of the said Ship and Cargo at — from her said intended Voyage, or of any Goods or Effects of the Produce of the said Cargo in the said Ship to — or at the said Port, or at the End and Expiration of — Kalendar Months, to be accounted from — which shall first happen, unless in the mean Time, and before the Expiration of the said — Kalendar Months, an utter Loss of the said Ship and Cargo by Fire, &c. *as usual.*

For peaceable Enjoyment of Part of a Ship.

WHEREAS the above-bound *A.* by Bill of Sale under his Hand and Seal, bearing even Date herewith, for the Considerations therein mentioned hath granted and sold unto the above-named *B.* one full and equal — Part of and in all that good Ship or Vessel, called the —, Burthen — or thereabouts, now —, whereof — is Master; and of all her Masts, Sails, Yards, Boat and other Appurtenances thereunto belonging, as thereby Relation, &c. *Now, &c.* That if the said *B.* his Executors, Administrators or Assigns do and shall from henceforth at all Times, for ever hereafter, peaceably and quietly have, hold, possess and enjoy the said — Part of the said Ship or Vessel, and Premises, with the Appurtenances so mentioned and intended to be sold as aforesaid, without any Let, Suit, Trouble or Interruption, of or by the said *A.* his Executors, Administrators or Assigns, or of or by any other Person or Persons (whatsoever;) *Or else* (claiming by, from or under him or them) and free and clear of and from all former and other Gifts, Grants, Bargains, Sales, Assignments, Debts, Charges, Estates, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered by the said *A.* or by any other Person or Persons whatsoever, by or through his Means, Consent or Procurement: Then, &c.

For a Ship taken by the French, and by them sold to a Merchant, and by him to another.

A Recital of the Bill of Sale as before, only between the Words — Master, and the Words And all her Masts, comes in [which Ship was in her — Voyage to — taken by the French, and was condemned as Prize, and sold to the said *A.* at —. and then And all her Masts, &c. as before. Now, &c. as before, till by the said *A.* or by any other Person or Persons whatsoever; after which these Words come [claiming, or which shall or may claim any Right, Title or Interest of, in or to the said Ship, since her Capture and Condemnation, as aforesaid; or by, from or under the same] and then as before, till the last Word, Persons whatsoever, and then comes in, since her Capture and Condemnation, as aforesaid: Then, &c.

From one that sells Part of a Ship by Power from another.

WHEREAS the above-bound *A.* hath, for and on the Behalf of *C.* and as his Agent or Attorney by Virtue of an Order or Power to him in that Behalf, sealed and executed unto the above-named *B.* a Bill of Sale, bearing even Date herewith, for — Part of the Ship, &c. *as before.* And all Masts, &c. And he the said *A.* hath also had and received for and on the Behalf of the said *C.* the Consideration or Sum paid for the said Part of the said Ship, so intended to be sold, as thereby, &c. *Now, &c. as in the first of this Sort,* without any Let, Suit, Trouble or Interruption, of or by the said *C.* his Executors, Administrators or Assigns, or the said *A.* or of, from or by any other Person or Persons, claiming under them, or either of them, free and clear, &c. (*as in the same*) to, had, made, committed, done or suffered by the said *C.* or the said *A.* or by any other Person or Persons whatsoever, by or thro' his, their, or any of their Means, &c. Then, &c.

To leave Money to an intended Wife. The newest Form.

1 **W**HEREAS a Marriage is intended to be had and solemnized between the above-bound *A.* and *E.* Daughter of —; And whereas the said *A.* in Consideration of the said intended Marriage, and of the Sum of —, which he is to have and receive for and as the Marriage-Portion of the said *E.* hath agreed, That in Case the said intended Marriage shall take Effect, and she the said *E.* shall survive him the said *A.* her intended Husband, that then she the said *E.* shall have, receive and be paid out of the Estate real and personal of the said *E.* the Sum of — for her own proper Use and Maintenance. *Now, &c.* That if the said intended Marriage shall take Effect, and the said *E.* shall survive him the said *A.* then if the Heirs, Executors or Administrators of the said *A.* shall and do within — after the Decease of the said *A.* pay, or cause to be paid unto her the said *E.* his intended Wife, to and for her own proper Use, Benefit and Maintenance, the Sum of — of lawful, &c. out of such Lands, Tenements, Goods, Chattels, and other the Estate real and personal, which he the said *A.* or any other in Trust for him, or for his Use shall be seized or possessed of, or which shall belong to him the said *A.* at his Decease, according to the true Intent and Meaning hereof: Then, &c.

The Husband bound to one in Trust for the Wife in double the Sum to be left.

Another Form, older than the former.

2 **W**HEREAS a Marriage is intended to be shortly had and solemnized between the above-bound *A.* and *E.* — And whereas it is agreed between the said Parties, and the said *A.* doth hereby declare and agree, in Consideration of the Sum or Portion which he is to have and receive with the said *E.* his intended Wife, and of the Love and Affection which he bears to her, and for some Provision for her Maintenance,

nance, that in Case the said intended Marriage shall take Effect, and the said *E.* shall him survive, that then she the said *E.* shall have, receive and enjoy to and for her own proper Use, from and out of the Estate of the said *A.* the Sum of — *l.* of lawful, &c. *Now*, &c. That if the said intended Marriage shall take Effect, and she the said *E.* shall survive the said *A.* Then and in such Case, if the Heirs, Executors or Administrators of the said *A.* shall and do within — next after such his Decease well and truly pay, or cause to be paid unto the said *E.* or unto the above-named *C.* his Executors, Administrators or Assigns in Trust, and for the Use of her the said *E.* or shall and do permit him, her or them, to have, receive and enjoy from and out of the real or personal Estate, which the said *A.* or any other Person or Persons in Trust for him, shall be seized or possessed of, or which shall belong to him at his Decease, the said Sum of — of lawful, &c. for the only proper Use of her the said *E.* his intended Wife, without any Let or Interruption whatsoever, according to the Agreement of the said Parties and true Meaning of these Presents: Then, &c.

When a Bond is for Money left above the Jointure.

This is the Difference from N^o 1.

A*FTER* for her own proper Use and Maintenance, *before Now*, &c. *comes in*, over and above what other Provision is or hath been made for the said *E.* for and as a Jointure, or otherwise, and over and above what she may in such Case of the Decease of the said *A.* be intitled to, by any Custom of the City of *London*. *Now*, &c. *And in mentioning the Sum the second time, say the said Sum of —*

To leave a Sum of Money to an intended Wife, or let her take her Third.

4 **W***HEREAS* a Marriage is intended to be had and solemnized between the above-bound *A.* and *E.* — And whereas the said *A.* in Consideration of the said intended Marriage, and of the Sum of — *l.* which the said *A.* is to have and receive for and as the Marriage-Portion of the said *E.* he the said *A.* hath agreed, that in Case the said intended Marriage shall take Effect, and she the said *E.* shall survive him, the said *A.* her intended Husband, that then she the said *E.* shall have, receive and be paid for her own proper Use and Behoof, out of the Estate real and personal of the said *A.* the Sum of — of lawful, &c. over and besides her wearing Apparel; or otherwise that she the said *E.* shall and may freely have, take and receive one full and equal third Part of all such Monies, Goods, Chattels and personal Estate whatsoever, of or belonging to the said *A.* at the Time of his Decease, and all other Benefits and Advantages, according to the Custom of the City of *London*, which she shall think fit to choose and take: *Now*, &c. That if the said intended Marriage shall take Effect, and she the said *E.* shall survive him the said *A.* Then if the said *E.* shall receive and be paid by the Heirs, Executors or Administrators of the said *A.* and shall be permitted by them to take and enjoy to her own proper

proper Use within—— after the Decease of the said *A.* out of the Estate real and personal, which he shall dye seised or possessed of, or shall truly belong to him at his Decease, the Sum of—— of lawful, &c. over and above her wearing Apparel. Or otherwise, if the Heirs, Executors or Administrators of the said *A.* do and shall pay and deliver unto, and permit and suffer the said *E.* to have, take, receive and enjoy the one full and equal third Part (the whole into three equal Parts being divided) of all such Monies, Debts, Goods, Chattles, and personal Estate whatsoever, which the said *A.* or any others in Trust for him shall be possessed of, or which shall truly belong to him at his Decease, and all other Benefits and Advantages to her belonging, according to the Usage and Custom of the City of *London*, which of them she shall think fit to have and take, and for that Purpose declare by Writing under her Hand, within—— after the Decease of the said *A.* without any Fraud or Collusion, according to the true Meaning of these Presents: Then, &c.

See more farther.

For the Truth of, and to find Apparel for an Apprentice.

1. **W**HEREAS *D.* Son of the above-bound *A.* by his Indentures of Apprenticeship under his Hand and Seal, bearing the Date above-written, hath bound himself Apprentice unto the above-named *B.* for the Term of—— Years, from the Date of the said Indentures of Apprenticeship, as thereby Relation, &c. Now, &c. That if the said *D.* or any others by his Means, Privity or Procurement, shall at any Time during the said Term, waste, consume, embezel, mispend, purloin, make away, or unjustly detain any of the Monies, Goods, Wares, Merchandizes, or other Things whatsoever, of or belonging to the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons, wherewith he or they shall or may be charged or chargeable. If then, and so often he the said *A.* his Executors and Administrators, shall and do within—— always next after Notice to him or them in that Behalf, to be given, make and give unto the said *B.* his Executors, Administrators or Assigns, full Satisfaction and Recompence in lawful, &c. of and for all such Monies, Goods, Wares, Merchandizes, or other Things whatsoever, which upon any Accounts or otherwise at any Time shall truly appear, or be found, confessed, or proved to be wasted, consumed, embezilled, mispent, purloined, made away, or unjustly detained by the said *D.* or by any other Person or Persons, by his Means, Privity or Procurement. And also if the said *A.* his Executors and Administrators, shall and do at all Times, during the said Term of Years, at his and their own proper Costs and Charges, find and provide unto and for the said *D.* all his wearing Apparel, both Linen and Woollen, *Washing* and all other Necessaries, and thereof and therefrom, and from all Actions, Suits, Charges and Damages by Reason thereof, do and shall at all Times hereafter save and keep harmless and indemnify the said *B.* his Executors, Administrators and Assigns, (and his and their Goods and Estate, according to the Agreement of the said Parties) the said recited Indentures of Apprenticeship, or any Covenant or Agreement therein contained, or the Custom of the City of *London* to the contrary, notwithstanding: Then, &c.

The Words above, which are in Italian Characters, are sometimes left out.

In another of the same Sort are these Words.

NOW &c. That if the said *D.* shall and do, from Time to Time, during the said Term of his Apprenticeship, so often as he shall be thereunto required by the said *B.* his Executors or Administrators, give a just and true Account of all such Sum and Sums of Money, Bills, Notes and other Things, which shall be received by, or be committed, or come to the Hands, Charge or Custody of the said *D.* And if the said *D.* or any, &c. as in Numb. 1.

In another, where the Bond is made after the Indentures, are these Words after Bills, Notes and other Things [which he at any Time before the Date hereof, hath received and not accounted for, and duly paid and discharged, and which at any Time hereafter, during the Remainder of his said Apprenticeship] shall be received, &c.

And when the Bond is made after the Indenture, these Words are to come in after his Means, Privy, or Procurement [since the Day of the Date of the said recited Indenture, hath, or during the now Remainder of the said Term of— shall] waste, consume, &c.

For the Truth of a Merchant's Book-keeper, Goldsmith's Servant, or Brewer's Clerk.

WHEREAS the above-named *B.* at the Request of the above-bound *A. C.* and *D.* hath taken and employ'd, and doth intend to keep and employ the said *A.* as his Servant, in the Trade and Business of a Goldsmith and Banker: *Or,* Doth intend to keep and employ the said *A.* as his Journeyman, and otherwise, in the Business of the said *B.* *Or,* Whereas the above-named *B.* and his Partners at Request, &c. have taken and employ'd and doth intend to take and employ the said *A.* to be their Clerk: *Or,* Hath taken and employ'd, &c. the said *A.* in the Capacity of a Book-keeper and Accountant, and such other Business as the said *B.* shall think fit to employ him about. *Now,* &c. That if the said *A.* shall and do from Time to Time, make and give unto the said *B.* his Executors and Administrators, a just and true Account in Writing, and discharge himself of, for and from, and likewise pay and deliver unto the said *B.* his Executors and Administrators, all such Sum and Sums of Money, Bills, Notes, Goods and Things whatsoever, which he shall from Time to Time receive, discharge, or which shall come to his Hands, Charge or Custody of or belonging to the said *B.* his Executors or Administrators, or of any other Person or Persons, wherewith he or they shall or may be charged or chargeable; [If then and so often the said *A. C.* and *D.*] or else, [And also if the said *A. C.* and *D.*] or otherwise, [Or if the said *A. C.* and *D.*] or either or any of them, their, either or any of their Heirs, Executors or Administrators shall and do make, and give or cause to be made and given unto the said *B.* his Executors, Administrators,

OR

or Assigns, full Satisfaction and Recompence in lawful, &c. of and for all such Monies, Bills, Notes, Goods, *Wares, Merchandizes*, or other Things whatsoever, of or belonging to the said *B.* his Executors or Administrators, or of any other Person or Persons, wherewith he or they shall or may be charged or chargeable^{*}; which at any Time or Times shall appear to have been received or discharged by, or come to the Hands, Charge or Custody of the said *A.* and which he shall not duly account for, pay, deliver and discharge himself from to the said *B.* his Executors, Administrators or Assigns as aforesaid: Or which shall be found, confessed, or proved to be wasted, imbezilled, mispent or otherwise made away, or unjustly detained by the said *A.* or by any other Person or Persons, by or through his Means, Privity or Procurement. Then, &c.

Wares and Merchandizes are left out when not for Merchants.

*In some of this Sort are these Words to come in at this Mark, * Which upon making up any Account, or Accounts, or otherwise, at any Time or Times shall appear, &c.*

To the Receiver General of a County, for the Fidelity of a Deputy Receiver.

WHEREAS the above-named *D.* being Receiver General of all such Sum and Sums of Money as are or shall be payable to her Majesty, by or from the County of *E.* as well by Virtue of a certain Act of Parliament, entituled *An Act for granting an Aid to her Majesty by a Land-Tax*, and to be raised in the Year——; as also by Virtue of an Act of Parliament for granting several Rates or Duties upon Houses: And whereas the said *D.* at the Instance and Desire of the above-bound *A.* hath deputed and appointed him the said *A.* to be one of his Deputy Receivers, or Tellers under him the said *D.* for him and on his Behalf to receive such Sum and Sums of Money, as shall arise or be payable to her said Majesty, by or from the said County of—— by Virtue of the said recited Acts of Parliament, or either of them. Now, &c. that if the said *A.* do and shall well and truly, upon the reasonable Request of the said *D.* account with him the said *D.* for all such Monies as he the said *A.* shall or may receive from Time to Time, by Virtue of such Deputation or Appointment from him the said *D.* and do and shall from Time, and at all Times during his Employment under the said *D.* well and truly pay, or cause to be paid into the Receipt of her Majesty's Exchequer, or to such other Person or Persons, and in such Manner, as the said *D.* shall direct and appoint, all and every such Sum and Sums of Money, as he the said *A.* shall or may receive, without any Manner of Deduction or Abatement whatsoever; saving all accidental Losses which may happen by casual Fire, or Losses by Robbery in the Conveyance of the said Money from Place to Place, into her said Majesty's Receipt of Exchequer: Then, &c.

I

For

For the Truth of any Servants.

WHEREAS the above-named *B.* hath sustained great Losses, and been often defrauded, cheated and robbed by several of his Servants, as well of his Monies, Goods, and Merchandizes in his Trade, as of his Household-Goods, and Provisions for his House, and hath sustained Losses by wearing Apparel: To the End therefore the said *B.* may be the better secured from Losses and Damages by such Means and Practice as aforesaid, and the same may be the better prevented or remedied: The Condition, &c. that if the above-bound *A.* shall from Time to Time make and give full Satisfaction in lawful, &c. unto the said *B.* his Executors, Administrators and Assigns, as well of and for all such Monies, Goods, Merchandizes, or other Things belonging to the said *B.* which shall at any Time or Times, be or be confessed, proved or made appear to be wasted, consumed, mispent, purloined, imbezilled, stolen, wrongfully detained, given, delivered, conveyed or taken away, or suffered to be wasted, &c. by the said *A.* or by any other Person or Persons, by, with or through his Means, Knowledge, Privity or Consent; as also all such Charges, Expences and Damages which the said *B.* shall be at, or sustain for Rewards, Loss of Time or otherwise, for Discovery or Proving any such Act or Thing, which shall or may happen to be done, committed or suffered to be done by the said — or by any others, by, with or through his Means, Privity or Consent as aforesaid; or for or about the convicting him or them; or for the obtaining a Verdict for Breach of Trust or otherwise, for, about or concerning any such Act or Thing as aforesaid, Then, &c.

*To find Clothes, and keep an Apprentice, whilst in England.
To a Master of a Ship.*

WHEREAS the above-named *B.* at the Request of the above-bound *A.* hath taken *D.* — of the said *A.* to be his Apprentice for — from the Date of his Indentures of Apprenticeship, which bear even Date with these Presents, as thereby Relation being, &c. Now, &c. That if the said *A.* his Executors and Administrators, do and shall, at her and their own proper Costs and Charges, find and provide unto and for the said *D.* all his wearing Apparel, both Linen and Woollen, during the said Term of his Apprenticeship: And likewise when and as often as the said *B.* shall be at home at his Dwelling-house at — or other his Habitation in *England*, and shall not have Occasion to use or employ the said *D.* in or about his Service or Business: If then and so often the said *A.* his Executors and Administrators, at his and their like Charge, shall and do from Time to Time, upon the Notice and Request in that Behalf of the said *B.* his Executors or Administrators, take the said *D.* into his and their Keeping, and at his and their like Charge provide and allow him his Diet, Lodging, and other Necessaries during the Time of such his being at Home, and not being employed by or in the Service of the said *B.* his Executors or Assigns as aforesaid, and shall and do, as often as it shall happen, pay the Charge of his Passage

to and from—— according to the Agreement of the said Parties in that Behalf, before and at the Sealing the said Indentures of Apprenticeship, and thereof and thereform, and from all Actions, Suits and Damages by Reason thereof, shall and do indemnify and keep harmless the said *B.* his Heirs, Executors and Administrators, the said indentures of Apprenticeship, or any Covenant or Clause therein to the Contrary, notwithstanding: Then, &c.

To deliver up a Ship.

1. **W**HEREAS the above-named *B.* and the rest of the Part-owners of the good Ship or Vessel called the— Burthen about—— now—— admitted and imployed the above-bound *A.* to serve as Master of the said Ship, for such Voyage, and for so long Time, as they the said Part-owners, or the major Part of them, shall think fit, and have thereupon delivered the actual Possession of the said Ship, with all her Appurtenances unto the said *A.* Now, &c. That if the said *B.* shall and do peaceably and quietly deliver up the said Ship, and the actual Possession thereof, unto the said *B.* or unto such other Person or Persons, as the said Part-owners, or the major Part of them, shall for that Purpose order and appoint, together with all and singular the Furniture, Tackle, Apparel, and other Appurtenances and Things whatsoever to the said Ship or Vessel belonging, and which shall belong, at what Time the same shall be required by the said Part-owners, or the major Part of them, (reasonable Wear and Tear thereof excepted) freed of all Charges and Incumbrances whatsoever, to be done, committed or suffered by the said *A.* in any Manner of wise: Then, &c.

To deliver up a Ship, and pay Part of the Profits of the Master's Privilege and Caploggen, at the End of a Voyage.

2. **W**HEREAS the above-named *A.* Master and Part-owner of the Ship— Burthen about—— and the rest of the Part-owners of the said Ship, have consented that the above-bound *B.* shall go Master of the said Ship for the present intended Voyage to—— and back to—— Now, &c. That if the said *B.* at the Return and Arrival of the said Ship to—— from her said intended Voyage, or at any other Time when required by the said *A.* shall and do peaceably and quietly deliver up the said Ship, and the actual Possession thereof unto the said *A.* or unto *D.* one other of the Part-owners of the said Ship, together with all and singular, &c. as the last. And also if the said *B.* shall and do give a just and true Account of all Sums of Monies and Profits which shall become due, arise, be made or received for or on Account of the said Master's Privilege, of and in the said Ship, and for Caploggen during the said Voyage, by Virtue of the Charter-party for the said Ship and Voyage, or otherwise. And shall also pay unto the said *A.* for his own proper Use, one full—— Part of what shall become due, and be received for his said Privilege and Caploggen; the said *A.* paying thereout Part of the said Ship's Damage, and other Charges, in respect of the said Privilege: Then, &c.

From

From a Master of a Ship to follow Orders, and deliver up a Ship, and give an Account of Freight and Monies received and paid.

3. **W**HEREAS the above-named *A.* at the Request of the above-bound *B.* hath admitted and imployed the said *B.* to serve as Master of the Ship, &c. as *Numb. 1.* till now, &c. That if the said *B.* shall and do at all Times hereafter perform and follow all such lawful Orders and Directions, relating to the said Ship, and such Voyage or Voyages, as the said *A.* his Executors and Assigns, or other the Part-owners thereof that shall imploy her, shall from Time to Time give and direct: And shall at Times use his utmost Care for preserving the said Vessel, with her Appurtenances, from all Spoil and Damage: And shall not directly or indirectly do or suffer, or procure to be done, any Act or Thing whatsoever, whereby the said Vessel shall or may be forfeited, seised, extended, charged or chargeable. And also if the said *B.* shall and do peaceably, &c. as *Numb. 1.* And if the said *B.* shall and do from Time to Time upon Request of the said *A.* his Executors or Assigns, or any of them, make ready and give to him or them a just and true Account in Writing, of all Freight and Monies, which he shall from Time to Time receive, pay or disburse for or on Account of the said Ship, and all other Matters and Things relating to the said Ship's Service and Imployment, and of the said Affairs and Doings in and about the same, and shall and do likewise pay to the said *B.* his Executors or Assigns, or some of them, all such Sum and Sums of Money, as he shall from Time to Time receive, and upon any such Account or Accounts, shall appear to be received, or belong, and be due and payable to the Part-owners of the said Ship: Then, &c.

From a Master of a Ship that undertakes for himself and Super-Cargo a Minor, to follow Orders annexed; to send up an Inventory; to carry no Goods out; to claim no Privilege but what is exprest; to keep an Account of Sale of the Cargo, and a Journal of the Voyage; and to deliver up the Ship.

4. **W**HEREAS the above-named *A.* hath at the Request of the above-bound *B.* and with the Consent of the above-named *C. D.* and *E.* allowed and imployed the said *B.* to go Master of the said Ship — whereof the said *A. C. D.* and *E.* are Part-owners, for an intended Voyage mentioned in the Orders, hereunto annexed; and hath intrusted him and *F.* who is appointed Super-Cargo, with the Sale and Disposal of a Cargo on board the said Ship, belonging to the said *A. &c.* for their Account and Benefit amounting to the Value of — The Receipt whereof the said *B.* doth hereby acknowledge, and which the said *B.* hath undertaken, and doth hereby undertake, that he with the said *F.* or one of them, will carefully and faithfully dispose of according to the Orders hereunto annexed, and is likewise

likewise contented to become bound for the said *F.*'s observing the said Orders, and performing his Trust as Super-Cargo aforesaid. *Now, &c.* That if the said *B.* and *F.* and either of them, shall and do well and truly observe and perform all and every the Orders and Instructions, which the said *A. C. D.* and *E.* or the major Part of them, their Executors and Administrators have, or shall from Time to Time hereafter give or send in Writing under their Hands to the said *B.* and *F.* concerning the Ship and Cargo aforesaid, and her said Voyage: And also if the said *B.* shall and do transmit or send to the said *A. C. D.* and *E.* or some of them, a full, true and perfect Inventory of the said Ship—— and of her Stores at *Gravesend*, before her Departure thence: And if the said *B.* and *F.* or either of them, do not or shall not carry any Goods, or adventure in or with the said Ship, for their or either of their own proper Use or Account, or for the Account of any other Person or Persons, but only for the said *A. C. D.* and *E.* and shall not claim, expect, pretend to, or take any other Benefit, Allowance or Privilege whatsoever, as Commander, or Master, or Super-Cargo of the said Ship, than what is mentioned to be allowed to them in the said Articles or Instructions hereunto annexed, and—— Tun of the said Ship's Tunnage, which is allowed the said *B.* Freight free from *L.* to *M.* And likewise if the said *B.* and *F.* and either of them shall and do at all Times during the said Voyage, keep a just and true Account in Writing, of the Sale and Disposal, pursuant to the Orders aforesaid, of all the Cargo aboard the said Ship, which the said Owners and Proprietors have intrusted them with, and a Journal of the said Voyage, and deliver the said Account and Journal within—— after the said Ship's Arrival at the Port of *London*, or other her Delivery-Port in *England*, to the said *A. C. D.* and *E.* or some of them. And shall likewise deliver up to them the said *A.* &c. or to such other Person or Persons, as they or the major Part of them shall appoint, the actual and peaceable Possession of the said Ship, with all the Stores belonging to her, according to the Inventory thereof to be taken, and sent to them the said *A.* &c. as aforesaid, and of all other Things that shall belong to her, at what Time soever the same shall be required of him, reasonable Wear and Tear excepted: And likewise if the said *B.* shall and do in all other Respects well, truly and faithfully acquit and discharge himself in and concerning all other Matters and Things relating to the said Ship and Cargo, and the Trust reposed in him by the said *A.* &c. as Master of the said Ship, during the said Voyage which he hath undertaken to perform, and give a true Account of as aforesaid, according to the true Intent and Meaning of the said Orders, and of the said Parties, and of these Presents: Then, &c.

From a Chief Mate to do the same Things if the Master dies.

5. **W**HEREAS the above-named *A. C. D.* and *E.* Part-owners of the Ship—— whereof *B.* is Commander, have at the Request of the above-bound *G.* allowed and imployed him to go Chief Mate of the said Ship, for her intended Voyage, mentioned in the Order hereunto annexed, and in Case of the Decease of the said *B.* at any Time during the said Voyage, have appointed the said *G.* to succeed him the said *B.* in the Com-

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mand

mand of the said Ship as Master thereof. And in Case the said *G.* together with *F.* who is appointed Super-Cargo, will be also intrusted in the Sale and Disposall of the Cargo on board the said Ship, belonging to the said *A.* &c. and for their Account and Benefit, amounting to the Value—— All which in case of the Decease of the said *B.* the said *G.* doth hereby undertake, that he or the said *F.* or one of them, will carefully and faithfully dispose of the said Cargo, according to the Order hereunto annexed. And the said *G.* is contented in case of such Decease of the said *B.* to become bound for the said *F.*'s observing the said Orders, and performing his Trust as Super-Cargo aforesaid, in such Manner as the said *B.* should have done, according to the Tenor of his Bond, of the Date hereof hereunto also annexed. Now, &c. That in case the said *B.* shall at any Time during the said Voyage happen to depart this Life: Then if the said *G.* and *F.* and either of them shall and do, &c. as the last, till the Words from *L.* to *M.* and then comes in, in case the said *B.* shall happen to die before the said Ship's Arrival at *L.* And likewise if the said *G.* and *F.* shall and do immediately after the Decease of the said *B.* at all Times during the Residue of the said Voyage, keep a just, &c. as the last, and a Journal of the Remainder of the said Ship's Voyage, &c. as the last, till the Words according to the Inventory thereof; where instead of to be taken and sent comes in, which the said *B.* according to his Obligation in that Behalf, shall take and send to the said *A.* &c. or some of them before the said Ship's Departure from Gravesend, and then, and of all other Things, &c. as last till the Words, according to the Trust reposed in him, where comes in, as Master of the said Ship, in case of the Decease of the said *B.* during the then Residue of the said Voyage, &c. as in the last throughout.

From a Chief Mate of a Ship let by Charter-party, to perform Covenants, follow Orders, give up an Account, and deliver up the Ship, and likewise for a second Mate.

6. **W**HEREAS by Charter-party of a Freightment indented bearing Date the ——— Day of ——— last past before Date hereof, made between the Royal African Company of England, of the one Part, and *A.* of, &c. Mariner, *B.* of, &c. and *C.* of, &c. Part-owners of the Ship *W.* Burthen—Tuns, or thereabouts, then at Anchor in the River of *Thames*, whereof the said *A.* is Master, of the other Part. They the said Master and Part-owners have let the said Ship to Freight to the said Company, for a Voyage to the South Parts of *Guinea* in *Africa*, and from thence to the Coast of *W.* and so to proceed to *Barbadoes*. In which said recited Charter-party contained several Covenants, Clauses, Articles and Agreements on the Part of the said Master to be performed, as well relating to the said Ship, and her intended Voyage; as also relating to a Cargo of ——— *l.* and several other Matters therein mentioned. As thereby Relation, &c. And whereas the above-bound *D.* is entertained and admitted to serve and go as first or second Mate, of and in the said Ship during the said intended Voyage, and is to succeed the said *A.* the present Master of the said Ship, and to be and act as Master thereof, in case of the Decease of the said *A.* and the first or Chief Mate of the said Ship, during the said Voyage, and in case of such the Decease of the said *A.* (and ———) He the said *D.* hath agreed
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and promised to do and perform all Matters relating to the said Ship and her intended Voyage, as well which are mentioned and contained in the said recited Charter-Party, as in any other Writings or Orders given by or under the Hands of the said *B.* and *C.* or other the Part-owners of the said Ship, or by the said Company: *Now therefore* the Condition, &c. That if during the said intended Voyage the said *A.* (and —) shall happen to depart this Life, and the said *D.* shall him (them) survive, That then and in such Case he the said *D.* shall and will accordingly take upon him the Office, Care and Government of the said Ship as Master thereof for the then Residue of her said intended Voyage; and shall truly do and perform all the several Covenants, Articles, Clauses and Agreements which are mentioned and contained in the said recited Charter-Party relating to the said Ship and her said intended Voyage, and the Cargo of —, and Effects and Produce thereof, as also all or any other Matters or Things whatsoever therein mentioned and contained by and on the Part and Behalf of the said Master, to be performed in any Manner of wise, and shall and do likewise observe and perform the Orders, Directions and Instructions given as well by the Part-owners of the said Ship as aforesaid, or the major Part of them and the said Company respectively, relating to the said Premises, as far as he may or can: And also if the said *D.* do and shall make and give a just and true Account in Writing of all Monies, Goods, Effects and other Things whatsoever, which he shall receive, or which shall be delivered or come to his Charge, Care, Custody or Possession, or wherewith he shall or ought to be charged or chargeable, and deliver the same to such Person or Persons to whom the same shall belong, or be ordered and consigned, and acquit and discharge himself therefrom; and also shall and do (the Perils and Dangers of the Seas and other inevitable Accidents excepted) deliver the actual Possession of the said Ship to *B. C.* and other the Part-owners thereof, with all her Appurtenances, Stores and Provisions, and free of all Debts and Incumbrances, by him the said *D.* to be committed: Then, &c.

From an Agent or Manager of the Works of Plessey and Blythe Undertaking (to the Committee) to perform Orders (of a Writing signed by the Committee) to give an Account of all Monies received and paid, and pay the Balance, and deliver up all Books, Writings, &c. which shall have come to his Hands, to the said Committee.

WHEREAS *A.* of, &c. *B. C. D. E. F.* and *G.* of, &c. the present Committee for the *Plessey* and *Blythe* Undertaking, have at the Request of the above-bound *H.* agreed with and admitted him the said *H.* to be the Agent or Manager of the Works or Colliery of and belonging to the said Undertaking: *Now the Condition, &c.* That if the said *H.* shall and do so long as he shall be and continue in the Management of the Works and Business of the said Undertaking from Time to Time observe and perform the Orders and Directions in Writing, signed by and under the Hands of the said Persons, being of the present Committee, or of any other or succeeding Committee for the said Undertaking, or any

three of them: And also if the said *H.* his Executors and Administrators shall and do from Time to Time upon Request, or within — make, render and give unto the said present Committee, and any succeeding Committee for the said Undertaking, just and true Accounts in Writing, of and concerning all Monies which he shall from Time to Time receive and pay for and upon Account of the said Undertaking, and of all other Matters and Things relating thereunto, or about, or concerning the Managements thereof, and of the Affairs thereof: And also, if the said *H.* his Executors and Administrators shall and do upon Request in that Behalf in Writing by and from the present Committee, or any succeeding Committee for the said Undertaking, or any three of them, truly pay, or cause to be paid unto the said Committee, or any such succeeding Committee, all such Sum and Sums of Money, as upon the Foot or Balance of all or any such Account or Accounts, shall appear to be due, owing, or belonging to the said Proprietors of the said Undertaking by or from the said *H.* his Executors or Administrators, or for which he or they shall or ought to be charged or chargeable, and shall then also deliver up unto the said Committee, or any such succeeding Committee, or the above-named — in Trust for the Proprietors of and in the said Undertaking, all Books of Accounts, and other Accounts, Papers and Writings whatsoever, relating or belonging unto the said Undertaking, which shall be then in his or their Hands or Custody: Then, &c.

See more hereof farther, under Title Bond.

Bonds of Indemnity.

To deliver up a Note lost when found, and indemnify in the mean Time, upon Payment of it.

WHEREAS the above-named *A.* in the Name of himself and *B.* gave a Bill or Note under his Hand, dated, &c. for the Sum of — payable to *C.* which said Bill or Note was delivered to the above-bound *D.* and *E.* but is since lost or mislaid: *And whereas* the said *A.* hath at or before Sealing and Delivery hereof paid unto the said *D.* and *E.* the said Sum of — due and payable on the said Bill, notwithstanding the said Bill or Note cannot be found to be delivered up, the Receipt of which said Sum the said *D.* and *E.* do hereby acknowledge, and of and from the same and every Part thereof, and all Actions, Suits and Demands concerning the same, do acquit and discharge the said *A.* and *B.* their Executors and Administrators for ever by these Presents. *Now the Condition, &c.* That if the said *D.* and *E.* their Heirs, Executors and Administrators do and shall deliver up the said Note when it shall be found, to be cancelled; and until the same shall be so delivered up and cancelled, save and keep harmless and indemnified the said *A.* and *B.* their Heirs, Executors and Administrators, and their and every of their Lands, Tenements, Goods and Chattels of and from the said Bill or Note, and the said Sum of — therein mentioned, and of and from all Actions, Suits, Costs, Charges, Payments and Damages whatsoever which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against them, or either or any of them, or which they, either or any of them may sustain or be put unto by any Person or Persons whatsoever, for, upon, or concerning the said Bill or Note, and the said Sum of — therein mentioned, and which is so paid to the said *D.* and *E.* as aforesaid: Then, &c.

Another.

WHEREAS the above-named *A.* did give a Note under his Hand, dated on or about the, &c. to the above-bound *B.* for — payable to the said *B.* or his Order, or the Bearer on or about the, &c. then next, which said Note the said *B.* hath since lost or mislaid: *And whereas* the said *A.* hath (notwithstanding the same) on the Day of the Date hereof paid unto the said *B.* the said — in full of the said Bill, and all Accounts and Demands between them, the Receipt whereof the said *B.* doth hereby acknowledge, and thereof doth acquit and discharge the said *A.* his Executors, Administrators and Assigns for ever by these Presents. *Now therefore the Condition, &c.* That if the said *B.* his Heirs, Executors and Administrators do and shall, when and as soon as the said Note shall be found, deliver

liver the same unto the said *A.* his Executors or Administrators; and shall and do at all Times hereafter, until the said Note shall be so delivered up, save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his, their, and every of their Lands, &c. of and from the said Note so given as aforesaid, and Sum of Money therein mentioned, and thereby payable, and from all Actions, &c. awarded against him or them, or which he or they may sustain or be put unto for or by Reason thereof in any Manner of wise: Then, &c.

To indemnify two Persons that gave three several Notes under their Hands (being for the Balance of Accounts settled between them) and which are lost, &c.

WHEREAS by an Account delivered by the above-named *A.* and *B.* unto the above-bound *C.* of Monies received and paid by the said *A.* and *B.* or one of them, on Account of the said *C.* and her late Husband *D.* deceased, and on the Date hereof adjusted between them the said *A.* and *B.* are therein mentioned to be Debtors by their Notes, for the three several Sums following, *viz.* February the — Day of — 17 — by Note — The — Day of — 17 — by Note, &c. which said Notes cannot be found or produced by the said *C.* to be delivered up: And whereas the said *A.* and *B.* hath on the Day of the Date of these Presents paid unto the said *C.* the Sum of — being the full Balance due to her on the said Accounts, the Receipt whereof the said *C.* doth hereby acknowledge, and thereof doth discharge the said *A.* and *B.* and each of them, their and each of their Executors and Administrators: Now the Condition, &c. That if the said *C.* and the above-bound *E.* their Heirs, Executors and Administrators, or either, or any of them shall and do at all Times hereafter save and keep harmless, and indemnify the said *A.* and *B.* their and each of their Executors and Administrators, and their, and each, and every of their Lands, &c. of and from the said three several Sums, and of and from the said three several Notes so given for the said three respective Sums, and every of them, and of and from all Actions, &c. Payments, Damages and Demands whatsoever, by Reason thereof or any of them: Then this, &c.

(There was a Person bound with C.)

Bond of Indemnity to one that gave a Bond of Indemnity on Account of a Bill lost, the Person's Son, who gives this, having lost a Goldsmith's Note.

WHEREAS the above-named *A.* by Bond or Obligation under his Hand and Seal, bearing the Date above-written, became and stands bound unto *B.* of, &c. in the Sum or Penalty of —, with Condition reciting, That the said *B.* by a certain Bill or Note under his Hand, bearing Date on or about the — Day of this instant — did promise to pay unto *C.* or Bearer, —, at or on Demand, and that the said *A.* was fully possessed of

of the said Bill or Note, and was intituled to the said — due and payable thereon, but had lost or mislaid the said Note, and that notwithstanding the said *B.* at the Request of the said *A.* and upon the Condition therein mentioned, had before Sealing thereof paid the said *A.* the said — That if the said *A.* his Executors and Administrators, or some, or one of them shall at all Times at their, or some of their own Costs and Charges, sufficiently indemnify and save harmless the said *B.* his Heirs, Executors and Administrators Lands, Tenements, Goods and Chattels, and every of them, as well of and from the said *C.* as of and from all and every other Person or Persons whatsoever, for or in respect of the said Note or Monies, thereby payable, and of and from all Actions, Costs, Suits, Troubles, Damages and Demands whatsoever, as he the said *B.* his Heirs, Executors or Administrators shall or may in any wise bear, pay, sustain or be put unto, touching the same, Then the said *Obligation* to be void, or to that Effect, as thereby Relation, &c. *And whereas* the said Bill or Note so given by the said *B.* for the said — was delivered by the aforesaid *C.* unto *D.* Son of the above-bound *E. D.* the Apprentice of the said *A.* for the Use of the said *A.* and was by him lost or mislaid, so that in Regard the said Note could not be delivered up upon Payment of the said Money, the said *B.* required, and the said *A.* gave the before recited Bond to indemnify him therefrom: *And whereas* the said *A.* did so become bound as aforesaid at the Request and from the proper Duty of the said *E. D.* who hath undertaken for the Fidelity of his said Son, and is to indemnify the said *A.* from the said *Obligation* so by him given as aforesaid: *Now therefore* the Condition, &c. That if the said *E. D.* his Heirs, Executors and Administrators do and shall from Time to Time, and at all Times hereafter well and sufficiently save and keep harmless and indemnify the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods, Chattels and Estate, and every of them of and from the said recited Bond or *Obligation*, and all Sums of Monies therein mentioned, and thereupon to become payable, and of and from all Actions, &c. *The same as the second.*

From a Master of a Ship, to indemnify a Merchant on Account of paying Money to him for his and the Ship's Company's full Share, of the Sum of — he received on Account of the Part-owners; and in Case he is sued for the Money so paid him, to refund in Proportion of what is recovered of him, and to indemnify, &c.

WHEREAS the above-named *A.* lately received the Sum of — of Mr. *B.* for Account of the Owners and Ship's Company of the Privateer called the *S.* the above-bound *C.* Commander, and hath on the Day of the Date hereof, and before Sealing and Delivery of these Presents paid unto the said *C.* for the Use of himself and the said Ship's Company the Sum of 180 *l.* the Receipt whereof the said *C.* doth hereby acknowledge to be in full Satisfaction for his the said *C.* and Ship's Company's Part and Share of the said 800 *l.* *Now the Condition, &c.* That if at any Time hereafter the said *A.* his Executors or Administrators shall be sued for or concerning the said 800 *l.* or any Part thereof, and that the said Sum or any Part thereof shall be recovered from him or them, or that he or they shall be by any ways compelled to pay all or any Part of the said Sum of 800 *l.* received

ceived as aforesaid, to any other Person or Persons, except the said Owners and Ship's Company, as aforesaid: Then and in such Case, if upon Notice and Demand thereof made and given by the said *A.* his Executors or Administrators, unto the said *C.* his Executors or Administrators, he the said *C.* his Executors or Administrators do and shall truly refund and pay back, or cause to be paid unto the said *A.* his Executors or Administrators, the said Sum of 180 *l.* or so much and such Part thereof, in Proportion as the said *A.* shall be sued for and compelled to pay, or which shall be recovered from him or them, of the said 800 *l.* And also if the said *C.* his Executors and Administrators do and shall at all Times hereafter, in Proportion to the said 180 *l.* well and sufficiently save, and keep harmless, and indemnify the said *A.* his Executors and Administrators, and his and their Goods and Chattels of and from all Actions, Suits, Troubles, Costs, Charges and Damages, which shall or may be commenced or prosecuted against him or them, or which he or they may sustain or be put unto for or by Reason of the said 800 *l.* or any Part thereof, or paying the said 180 *l.* to the said *C.* as aforesaid: Then, &c.

To indemnify a Person that endorsed a promissory Note for another, and thereby became chargeable for the Payment of it, in Case the other did not pay it.

WHEREAS the above-bound *A.* by Bill or Note under his Hand, dated the, &c. hath promised to pay unto *C.* or Order —, Six Months after Date, with Interest thereon till paid: And whereas the above-named *B.* at the Request and for the only Debt of the said *A.* hath endorsed the said recited Bill or Note, and is thereby become chargeable with and for Payment of the said Sum of — and Interest at the Time therein mentioned, as by the said Bill and Endorsement thereupon may appear: Now the Condition, &c. That if the said *A.* his Executors, Administrators or Assigns do and shall well and truly pay the said Sum of —, for which the said Note is so given, and Interest thereof on the Day of Payment therein mentioned, and in full Discharge thereof, and thereof, and therefrom, and from all Actions, Suits, Charges, Payments and Damages, by Reason thereof, shall and do at all Times well and sufficiently save and keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators, and every of them: Then, &c.

To indemnify a Person upon Payment of Money, in Pursuance of an Award.

WHEREAS by a certain Writing of an Award indented, bearing Date, &c. made by and under the Hands and Seals of *A. B.* and *C.* of, &c. they the said Arbitrators have awarded the above-named *D.* his Executors or Administrators, within the Space of two Months from the Date thereof, to pay unto the above-bound *E.* his Executors or Assigns the Sum of — of lawful, &c. in full of all Demands which he hath or may have against

against the said *D.* his Executors or Administrators (as Administrator of the said *F.*) or otherwise howsoever, as thereby Relation, &c. And whereof the said *D.* in Compliance with and Performance of the said Award, hath on the Date hereof paid unto the said *E.* the said Sum of — of lawful, &c. the Receipt whereof the said *E.* doth hereby acknowledge; and thereof and of every Part thereof doth clearly acquit and discharge the said *D.* his Executors, Administrators and Assigns for ever by these Presents: *Now therefore* the Condition, &c. That if the said *E.* his Heirs, Executors and Administrators do and shall from Time to Time, and at all Times hereafter save and keep harmless and indemnified the said *D.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Actions, &c. which shall or may be commenced, &c. for or by Reason of the said — / or the Payment thereof to the said *E.* as aforesaid: Then, &c.

To indemnify a Master of a Ship, on Account of paying Money due for the Service of one of his Men (to his Master).

WHEREAS the above-named *A.* Commander of the good Ship or Vessel called the *S.* now in the River of *Thames*, and lately arrived from *Sm.* hath on the Date hereof paid unto the above-bound *B.* for the Use of *C.* of, &c. the Sum of — of lawful, &c. for the Wages of *D.* (the Apprentice of the said *C.*) for his Service on board the said Ship during her said late Voyage, the Receipt whereof the said *B.* doth hereby acknowledge: *Now the Condition*, &c. That if the said *B.* his Heirs, Executors and Administrators shall and do at all Times hereafter well and sufficiently save and keep harmless and indemnify the said *A.* and the Part-owners of the said Ship *S.* their Heirs, Executors and Administrators, and every of them, of and from all Actions, Suits, Costs, Charges, Payments and Damages, for or concerning the said Sum of — or the Payment thereof, as aforesaid, in any Manner of wise: Then, &c.

Another, to a Part-owner.

WHEREAS the above-named *A.* hath on the Behalf of himself and the rest of the Part-owners of the *C.* Galley, on the Date hereof paid unto the above-bound *B.* for and on the Behalf of his Son *C.* (Cooper, now at Sea) the Sum of — which is due to the said *C.* for his Service as Cooper on board the said Ship *C.* Galley, lately arrived from the Streight, and in full of all Wages due to the said *C.* for his said Service: *Now the Condition*, &c. That if the above-bound *B.* and *D.* (one bound with him) their Heirs, Executors and Administrators do and shall at all Times hereafter well and sufficiently save, and keep harmless, and indemnify the said *A.* and the rest of the Owners of the said Ship, and his and their Heirs, Executors and Administrators, and the said Ship with her Appurtenances, and every of them, of and from all Actions, Suits, Costs, Charges, Payments and Damages which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they, or any of

M

them

them may sustain or be put unto by the said *C.* or any other Person or Persons whatsoever, for or by Reason of the Payments of the said Sum of — to the said *B.* as aforesaid, in any wise : Then, &c.

To indemnify the Part-owners and a Commander of a Ship, on Account of paying Money (after several Deductions) due for the Service of a Negro Servant (to his Master.)

WHEREAS there is due and owing for the Wages of a Negro Servant, belonging to the above-bound *A.* on board the Ship *R.* whereof Captain *B.* is Commander, who was there called by the Name *V. L.* the Sum of 40 *l.* in full, for his Service on board the said Ship, during her late Voyage to and from *India*; out of which said Sum there is owing by the said *V. L.* to the said Captain *B.* — *l.* and to the Purser of the said Ship — *l.* and there is to be paid more for the Hospital-Duty —, which said several Sums the said *A.* hath allowed thereout to be paid as aforesaid, and the remaining — the Part-owners of the said Ship have on or before the Day of the Date hereof paid unto the said *A.* the Receipt and Allowance of which said Sum of — as aforesaid the said *A.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said Part-owners of the said Ship, and every of them for ever, by these Presents: *Now the Condition, &c.* That if the said *A.* her Heirs, Executors and Administrators do and shall, &c. (*as above*) harmless and indemnified the Part-owners and the said Commander of the said Ship and every of them, their and every of their Heirs, Executors and Administrators, and their and every of their Lands, &c. (*as in the preceding*) put unto, for or concerning the said — the Wages of the said *V. L.* or the Payments thereof as aforesaid; they giving Notice of every or any such Action or Suit, which shall or may be so brought or commenced, unto the said *A.* her Heirs, Executors or Administrators, that she or they may defend the same: Then, &c.

To indemnify a Master of a Ship, and Part-owners, on Account of his paying Money into the Major's Court, he being sued by several Persons, for the Wages of one of his Men, &c.

Note; *This Bond was only given by one of them that sued the Master.*

WHEREAS an Action hath been entred by *A.* of, &c. in the Lord Mayor's Court of the City of *London*, or some other Court, against the above-named *B.* Master of the good Ship or Vessel called *L.* lately arrived from *Barbadoes*, for the Wages of *C.* Servant of the above-bound *D.* for his Service as Carpenter's Mate, aboard the said Ship in her said late Voyage, whom the said *A.* pretends to be his Servant; to which Action the said *B.* hath given Bail; which Wages being —, the said *B.* hath before the Date hereof, upon Execution had against him on other Suits concerning the said Money, paid the said — into the said Court of the Lord Mayor of the City of *London*: *Now the Condition, &c.* That if he the said *D.* his Heirs, Executors and Administrators shall and do at all Times here-

hereafter well and sufficiently save, &c. him and the Part-owners of the said Ship, their Heirs, Executors and Administrators, and every of them, of and from the said Action so enter'd against the said D. by the said A. as aforesaid, and all Suits, Costs, Charges, Executions, Payments and Damages thereupon, or by Reason thereof, or for or concerning the Wages of the said C. for his Service on board the said Ship, in her said late Voyage, or the Payments thereof in any Manner of wise; Then, &c.

To indemnify the Part-owners of a Ship (on Account of their paying Money to the Master's Widow, which was disburs'd by him to pay his Mens Wages) from the Persons to whom he paid.

WHEREAS the above-bound A. hath on the Date hereof delivered an Account of several Sums disburs'd by the above-named B. A. her late Husband deceased, on Account of the Ship or Vessel called the S. whereof the said B. A. was Master, and the above-named C. and D. are Owners, and amongst other Disbursements therein mentioned of several Sums paid to the several Persons following, by the said B. A. deceased for Wages for Service on board the said Ship, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To R. S. Gunner	—	—	—
To L. M. Cooper	—	—	—
&c.			

All which said Payments amount in the whole to the Sum of —, as by the said Accounts may appear: And whereas the said C. and D. have before Sealing hereof paid unto the said A. the said Sum of —, together with the Monies due to her on the said Accounts; the Receipt whereof the said A. doth hereby acknowledge: Now the Condition, &c. is such, That if the above-bound A. and L. (one bound with her) or either of them, their, or either of their Heirs, Executors and Administrators do and shall, &c. the said C. and D. their Heirs, &c. and their Lands, &c. and the said Ship with her Appurtenances, and every of them, of and from all Actions, &c. put unto by any Person or Persons whatsoever, concerning the said several Sums so paid, or charged as paid in the said Accounts for Wages, as aforesaid, and every Part thereof in any wise; Then this, &c.

Bond of Indemnity from a Master of a Ship to a Person that bought the Ship, to indemnify him from a former Owner and Master, on Account of Wages due to him.

WHEREAS there is due and owing to the above-bound A. from B. of, &c. late Owner of the Ship called the C. Burthen about — Tuns, the Sum of —, or thereabouts, for Wages for his the said A.'s Service as Master of the said Ship: And whereas the above-named D. hath on the Date hereof bought the said Ship with her Appurtenances: Now therefore

therefore the Condition, &c. is such, That if the said *A.* his Heirs, Executors and Administrators do and shall at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *D.* his Heirs, Executors, Administrators and Assigns, and all other Person or Persons, which shall or may hereafter be Owner or Owners of the said Ship, and likewise the said Ship with her Appurtenances, and every of them, as well of and from the said Sum of —, due and owing from the said *B.* as aforesaid, as also from all or any other Sum and Sums of Money and Demands, due or owing by and from the said *B.* or any other Person or Persons whatsoever, on Accounts of, or wherewith, or by Means whereof the said Ship is, or shall, or may be charged or chargeable, or for, or by Reason of being or acting as Masters thereof in any Manner of wise; Then, &c.

To indemnify a Person (that bought a Ship) from Bills of Sale that are standing out.

WHEREAS the above-bound *A.* by Bill of Sale under his Hand and Seal, bearing the Date above-written (for the Condition therein mentioned) hath granted and sold unto the above-named *B.* all that Ketch or Vessel called the *M.* of the Burthen of — Tuns, or thereabouts, now at Anchor in the River of *Thames*, whereof the said *A.* is or was Master, and all Anchors, Cables, Ropes, Cords, Masts, Sails, Sail-yards, and other the Appurtenances to the said Ketch or Vessel belonging, as by the said recited Bill of Sale Relation, &c. And whereas the Bills of Sale granted to the several Persons herein after mentioned of the several Parts of and in the said Ketch or Vessel, as followeth; *viz.* To *D.* of one eighth Part; To *E.* of one eighth Part, &c. (*and so the rest*) are not assigned or delivered up as the same ought to be; but the said *A.* doth agree to cause, or procure the same to be assigned and delivered up unto the said *B.* within 12 Months next ensuing the Date above-written: *Now the Condition, &c.* is such, That if the said *A.* his Executors, Administrators or Assigns do and shall within the said 12 Months next ensuing the Date above-written, cause or procure the said several Bills of Sale so granted of the aforesaid several Parts, of and in the said Ketch or Vessel, and the said Parts thereof to be assigned and delivered up unto the said *B.* his Executors, Administrators or Assigns; and also, if the said *B.* his Executors, Administrators and Assigns shall and do at all Times hereafter peaceably and quietly have, hold, possess and enjoy the said Ketch or Vessel, and Premises with the Appurtenances before sold as aforesaid, freed and discharged from all Debts, Estates, Charges and Incumbrances made, done, committed or suffered by, and without any Let, Suit, Trouble, Interruption, Claim or Demand of, from or by as well the several Persons aforesaid, or any of them, or any claiming from, by or under them, or any of them, for or in Respect of the said several Bills of Sale so granted and to be assigned as aforesaid, as also of or by all or any other Person or Persons whatsoever, according to the true Intent and Meaning of these Presents, and of the said recited Bill of Sale; Then, &c.

Note; *There were two more bound.*

Bond of Indemnity for a Bill of Sale lost, till delivered, (upon granting another, and to deliver that which was granted when the other is found.)

WHEREAS the above-named *A.* by Writing or Bill of Sale under his Hand and Seal, bearing Date sometime in the Year 17—, did in Consideration of the Sum of —, or thereabouts, paid him by *B.* of, &c. (since deceased) bargain and sell unto the said *B.* (deceased) one eighth Part or Share of and in the good Ship or Vessel, called *P.* whereof the said *A.* is Master, and of and in the Tackle, Furniture and Appurtenances thereto belonging: *And whereas* the said Bill of Sale is since lost or mislaid, and the above-named *A.* at the Request of the above-bound *C. B.* Son and Executor of the last Will of the said *B.* deceased hath on the Day of the Date above-written made and executed unto the said *C. B.* (the Son) another Bill of Sale of the said eighth Part of the said Ship, with her Appurtenances granted and fold in and by the said Bill of Sale so lost or mislaid, as aforesaid, as thereby may appear: *Now the Condition, &c.* is such, That if the said *C. B.* his Heirs, Executors and Administrators, when and as soon as the said first recited Bill of Sale so made and granted by the said *A.* unto the said *B.* deceased, as aforesaid, shall be found, shall and do deliver up the said Bill of Sale, bearing Date herewith, unto the said *A.* his Executors or Administrators, to be cancelled and made void, and do and shall from Time to Time in the mean Time save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of, from and against all Person and Persons which shall or may have, claim, or demand any Estate, Right, Title or Interest, of, in, or to the said eighth Part of the said Ship, by Virtue of the said recited Bill of Sale so formerly granted thereof, as aforesaid, and from all Actions, Suits, Costs, Charges, Payments and Damages which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto, for or by Reason of the said Bill of Sale, or any Covenant, Grant, Clause or Thing therein contained; Then this, &c.

The same as that above, for a Bond lost (only this Difference, that she is to deliver up the first Bond, whereas that above was for the last Bill of Sale) granted.

WHEREAS the above-named *A.* did by Obligation under his Hand and Seal, bearing Date on or about the — Day of — Anno Domini 17— became and stood bound unto the above-bound *B.* in the Sum or Penalty of —, conditioned for Payment of the Sum of —, with lawful Interest for the same on the, &c. next ensuing the Date thereof: *And whereas* the said Bond or Obligation is lost or mislaid, so that the same cannot be found, but the said principal Sum of — and Interest thereof is still due and unpaid: *And whereas* the said *A.* hath at or before Sealing hereof, at the Request of the said *B.* given her another Bond or Obligation, bearing Date, &c. for the Payment of the said Sum of —, with lawful Interest

Interest on the, &c. being the same Sum of Money for which the said other Bond was given, and is yet unpaid: *Now the Condition, &c.* is such, That if the said *B.* her Heirs, Executors and Administrators, when and as soon as the said first Bond or Obligation so given and entred into by the said *A.* unto the said *B.* as aforesaid, shall be found, shall and do deliver the same unto the said *A.* to be cancelled and made void, and do and shall at all Times hereafter, until the said Bond shall be so delivered up and cancelled as aforesaid, save, and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods, Chattels, and every of them of and from the said first recited or mentioned Bond or Obligation so entred into by the said *A.* as aforesaid, and from all Actions, &c. recovered or awarded against him or them, or which he or they may sustain or be put unto, for or by Reason thereof, in any Manner of wise; Then this, &c.

To indemnify an Obligor, on Account of his giving a new Bond to another Person, instead of the Obligee, there being a Statute of Bankrupt out against the first Obligee, so this was to secure the Debt to him to defraud his Creditors.

WHEREAS the above-named *A.* by Obligation under his Hand and Seal, bearing Date the, &c. stands bound unto the above-bound *B.* in the penal Sum of —, conditioned to be void on Payment of the Sum of —, with lawful Interest for the same, on the, &c. which then would be in the Year of our Lord 17—, as thereby Relation, &c. And whereas the said principal Sum of — still remains due and unpaid upon the said Bond, together with — for the Interest thereof; yet notwithstanding the said *B.* hath delivered up the said recited Bond or Obligation to the said *A.* to be cancelled, and in lieu thereof hath requested the said *A.* to give a fresh Bond or Obligation to *C.* of, &c. for the said Sum of —, due and owing by the said first recited Bond, with Interest for the same, payable on the, &c. which will be in the Year of Our Lord 17—, which the said *A.* hath on the Day of the Date hereof executed accordingly, as thereby also Relation, &c. And whereas there is a Statute of Bankrupt awarded against the said *B.* *Now the Condition, &c.* is such, That, &c. (*as common, till*) put unto by the Assignees of the said Statute of Bankrupt, or any other the Creditors of the said *B.* or any other Person or Persons whatsoever, for or by Reason of the said first recited Obligation from him the said *A.* to the said *B.* as aforesaid, or the Money thereon due and owing, or for or by Reason of the said *A.* giving the said Bond to the said *C.* for the Use of the said *B.* in the Lieu thereof, as aforesaid, in any Manner of wise; Then, &c.

To indemnify a Person upon his making a new Assignment of a Navy-Bill, after it had run through several Persons Hands, by being assigned.

Note; The Navy-Bill was first made out to him; he sold it to another, by only endorsing his Name; afterwards it was sold to divers Persons by that Indorsement; so the last Person that bought it, thought it proper.

WHEREAS the above-named *A.* by Writing or Assignment under his Hand and Seal, bearing Date the, &c. in Consideration of — therein mentioned, to be paid him by *B.* of, &c. did sell and assign unto the said *B.* his Executors, Administrators and Assigns, one Bill, signed by the Commissioners, and directed to the Treasurer of her Majesty's Navy, dated at the Navy-Office, and received the — Day of — 17— (N^o —) for impressing unto him the Sum of —, being in Part of the sixth impress'd Bill, agreed by Contract to be made out to him on Account of, &c. (as in an Assignment of a Navy-Bill) together with the said Sum and all other Monies thereupon to grow due, and which said Bill, by Means of several Endorsements on the above-recited Assignment came unto and was vested in the above-bound *C.* who hath since sold the same to *D.* who hath sold the same to *E.* of, &c. (or this Recital instead of the last) And whereas the said *C.* did, on or about the — Day of — by another Endorsement on the said recited Assignment, sell and assign the said Bill unto *D.* who hath assigned, or agreed to assign the same unto *E.* of, &c. And whereas in Regard the said several Sales, or intended Sales, or Assignments of the said Bill were not made in due Form of Law in that Behalf necessary, therefore to supply the Defects thereof, and the more effectually to vest the said Bill in the said *E.* the said *C.* hath on or before the Date above-written, at the Request and with the Consent of the said *B.* and *D.* testify'd by their subscribing their Names as Witnesses to these Presents, delivered up unto the said *A.* the said first recited Assignment of the said Bill, with the several Endorsements thereon, as aforesaid, and the same is cancelled and made void, and he the said *A.* hath by another Writing or Assignment, bearing the Date above-written, assigned the said Bill with the Consent of the said *B.* and *D.* testified, as aforesaid, unto the said *E.* as hereby may appear: Now the Condition, &c. is such, That if the said *C.* his Heirs, Executors and Administrators do and shall from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, &c. may sustain or be put unto, for or concerning the said first recited Assignment of the said Bill, or any Right, Title, Claim or Demand, of, in and to the same, and Money thereon due, or any Part thereof, which shall or may be claimed or pretended to by any Person or Persons, by, from or under the said first recited Assignment, except the said new, or other Assignments thereof, made to the said *E.* as aforesaid, or any Act or Thing by him the said *A.* done contrary to his express Covenant, in the said last Assignment thereof contained: Then, &c.

Bond for peaceable Enjoyment of a Part of a Ship, and Indemnity from a Bill of Sale lost.

WHEREAS the above-bound *A.* by Bill of Sale under his Hand and Seal, bearing Date, &c. (for the Consideration therein mentioned) did grant and sell unto the above-named *B.* one sixteenth Part of the Ship or Vessel, called the *P.* of the Burthen of — Tuns, or thereabouts, whereof the said *A.* was late Master, and of all Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Guns, Gunpowder, Shot, Tackle, Apparel, Munition, Furniture and Appurtenances whatsoever to the said Ship belonging, as by the said Bill of Sale Relation, &c. [And whereas the Bill of Sale granted to the said *B.* is lost or mislaid, that it cannot be delivered to the said *A.* therefore the said *B.* hath agreed to warrant the said — Part of the said Ship to the said *A.* as hereunder is mentioned] Now [therefore] the Condition, &c. is such, That if the said *B.* his Executors, Administrators and Assigns shall and do from henceforth for ever peaceably and quietly have, hold and enjoy the said sixteenth Part of the said Ship and Premises with the Appurtenances mentioned or intended, to be granted and sold as aforesaid, without any Let, Suit, Denial or Interruption of or by the said *A.* or any other Person or Persons whatsoever, and free and clear of all former and other Gifts, Grants, Sales, Debts, Estates, Charges and Incumbrances whatsoever, committed, done or suffered by the said *A.* or by any other Person or Persons whatsoever, according to the true Intent of the said Parties, notwithstanding any Covenant in the said recited Bill of Sale to the Contrary, according to the Intent and true Meaning of the said recited Bill of Sale, and of these Presents; Then, &c.

WHEREAS the above-bound *B.* by Bill of Sale under the Hand and Seal of himself and diverse others, bearing the Date above-written, for his Proportions of the Consideration therein mentioned, did grant and sell unto the above-named *A.* one sixteenth Part of the Ship or Vessel called the *D.* of the Burthen of — Tuns, or thereabouts, whereof *C.* late was Commander, and of all Masts, &c.

This last Recital, and that within these Marks [] was put into another Bond, writ by this Draught, with no other Alteration but that.

To indemnify a Person on paying a Note, he giving timely Notice (to the Person the Money was paid to) in Case he is sued or troubled for paying it, that he may defend the said Suit.

WHEREAS the above-named *A.* gave a Note under his Hand, dated the — Day of — last past, before the Date hereof, for the Sum of — *l.* payable to *B.* or Order 14 Days after Date, which said Note was indorsed and given in Payment by the said *B.* to the above-bound *C.* (the Day of the Date thereof.) And whereas the said *A.* hath at or before

fore Sealing and Delivery hereof paid unto the said C. the said Sum of —, due upon the said Note, the said C. agreeing to indemnify him the said A. for such his paying of the same: *Now the Condition, &c.* That if the said C. his Heirs, Executors and Administrators shall and do at all Times hereafter save and keep harmless and indemnified the said A. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Costs, Charges, Payments and Damages whatsoever, which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they shall or may sustain, or be put unto, for or concerning the said Note, and the Payment of the said Sum of — due thereupon to the said C. as aforesaid; he the said A. giving timely Notice to the said C. his Executors, Administrators or Assigns, of such Actions or Suits which shall or may be brought or prosecuted against him or them, for or on Account of the said Note, or the Payment thereof as aforesaid, to the End the said C. his Executors or Administrators may defend the same: Then, &c.

To indemnify a Person that paid a Bill of Exchange for the Honour of him to whom it was made payable, who afterwards became a Bankrupt, &c.

WHEREAS a Merchant drew a Bill of Exchange in *London*, dated, &c. on B. at *Lisbon*, for the Sum of —, payable to C. of, &c. or his Order, which was by the said C. endorsed and made payable to the above-named D. and was by him endorsed to E. which Bill was paid by Messieur F. at *Lisbon*, for the Honour of the said D. and was redrawn by them on the said D. And whereas the said A. hath since paid the said first Bill of Exchange, for Payment whereof the above-bound G. gave Security to the said D. which said Security the said D. at the Request of the said G. hath at or before Sealing and Delivery hereof delivered up to the said G. And whereas a Statute grounded upon the several Acts made against Bankrupts, hath been awarded against the said C. *Now the Condition, &c.* That if the above-bound G. his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter save and keep harmless and indemnified the said D. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Costs, Payments and Damages whatsoever, which shall or may be brought, commenced, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto, for, touching or concerning the said first Bill of Exchange, and Money therein mentioned and paid thereon, as aforesaid, by Reason or Means of the said Statute so awarded against the said C. as aforesaid, or otherwise howsoever, in any Manner of wise: Then, &c.

To indemnify a Person on his becoming Bail to an Action in the Poultry-Compter, London.

WHEREAS the above-named *A.* at the special Instance and Request, and for the only proper Debt of the above-bound *B.* on the Day of the Date above-written, together with *D.* of, &c. became bound as Bail for the said *B.* to an Action entred against the said *B.* in the Poultry-Compter, *London*, for the Sum of —, at the Suit of *E.* of, &c. Now the Condition, &c. That if the said *B.* and the above-bound *C.* (*one bound with him*) their Heirs, Executors and Administrators, or either, or any of them, do and shall at all Times hereafter save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Payments, Troubles and Damages, which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto, for or by Reason of his becoming bound or Bail for the said *B.* as aforesaid, in any Manner of wise: Then, &c.

Another, but for two several Debts, and in two several Actions.

WHEREAS the above-named *A.* together with *B.* became bound as Bail for *C.* of, &c. for a Debt of about —, due and owing by the said *C.* to *D.* and for another Debt of about —, due and owing by the said *C.* to *E.* for which said several Debts the said *C.* hath been arrested at the Suit of the said *D.* and *E.* respectively: Now, &c. That if the above-bound *F. C.* (*his Wife the said C. being dead*) do and shall, &c. (*as above*) indemnify the said *A.* his, &c. (*as above*) for or by Reason of his becoming Bail, as aforesaid, or in any wise concerning the same: Then, &c.

To indemnify Persons bound in a Recognisance in the Admiralty Court, for a Captain of a Ship that was going a privateering.

WHEREAS the above-named *A. B.* and *C.* at the Request, and for and on the Account of the above-bound *D. E.* and *F.* on the — Day of — last past, before the Date above-written, in the High Court of Admiralty of *England* became Bail, and obliged themselves, their Heirs, Executors and Administrators to our above-said sovereign Lady *Anne*, by the Grace of God, Queen of *Great Britain*, &c. before the Reverend *G. H.* Doctor of Laws, Surrogate to the Honourable Sir *J. K.* Knight, Doctor of Laws, and principal Commissary of the High Court of Admiralty of *England*, in the Sum of — of lawful, &c. reciting, That whereas *L.* is authorized by Letters of Marque, or a Commission for a private Man of War

to arm, equip and set forth to Sea the Ship called the *O. Burthen* about — Tuns, whereof the said *L.* goeth Captain, with Men, Ordnance, Ammunition and Victuals, to set upon by Force of Arms, and to subdue, seize and take the Men of War, Ships, and other Vessels whatsoever, together with the Goods, Monies and Merchandizes belonging to *France*, and other her Majesty's Enemies, excepting only within the Harbours or Roads within Shot of the Canon, of Princes and States in Amity with her Majesty; and that the said *L.* has a Copy of Instructions, approved of and passed by her Majesty in Council delivered, to govern himself therein: If therefore nothing be done by the said *L.* or any of his Officers, Mariners or Company, contrary to the true Meaning of the said Instructions, but that the said Commission and the said Instructions shall in all Particulars be duly performed and observed, as far as they shall the said Ship, Captain and Company concern; and if they or any of them shall give full Satisfaction for any Damage or Injury which shall be done by them, or any of them, to her Majesty's Subjects, or Allies, or Neuters, or their Subjects; and also if the said *L.* and his Officers and Mariners shall duly pay to her Majesty, or to such others as shall be by her Majesty authorized to receive the same, the just Tenths, or tenth Part, according to the due and legal Appraisement of all such Ships and Goods as shall be by them, or any of them taken or seized, and shall be by due Course of Law adjudged to be lawful Prize; and shall also pay to or for her Majesty the usual Customs of and for all Ships and Goods, so as aforesaid taken and adjudged for Prize: And if the said *L.* shall not take any Ship or Goods belonging to the Enemy, or otherwise liable to Confiscation, thro' Consent, or clandestinely, by Virtue, Colour or Pretence of his said Commission, then the said Bail should be void, *or to that Effect*: And unless they shall so do, they did all thereby severally consent that Execution should issue forth against them, their Heirs, Executors and Administrators Goods and Chattels, wheresoever the same should be found, to the Value of the said Sum of —, as thereby, Relation being thereunto had, may at large appear: *Now the Condition, &c.* is such, That if the said *D. E.* and *E.* or any of them, their or any of their Heirs, Executors and Administrators do and shall from Time to Time, and at all Times hereafter, well and sufficiently save, defend, and keep harmless and indemnified the said *A. B.* and *C.* and either, and every of them, their, and either, and every of their Heirs, Executors and Administrators, and their, either, and every of their Lands, Tenements, Goods and Chattels, of and from the said Sum of — wherein they are and stand obliged, as aforesaid, and all Actions, Suits, Costs, Charges, Payments, Troubles and Damages which shall or may be commenced, &c. for or by Reason of their becoming bound, or Bail, as aforesaid, or for or by Reason of any Matter, Cause or Thing relating unto, or concerning the same, in any Manner of wise: Then, &c.

To indemnify a Person (that was bound with a Captain of a Ship) to the Queen, that the Captain shall not break Bulk till he comes to England, (he being going a Voyage to India) from the said Bond or Recognisance.

WHEREAS the above-named *A.* (by the Name of *A.* of, &c.) at the Request of, and together with the above-bound *B.* (by the Name of *B.* of, &c.) and *C.* by the Name of *C.* of, &c.) by Obligation under their Hands and Seals, bearing the Date above-written, became and stands bound unto our sovereign Lady *Anne*, by the Grace of God, Queen of *Great Britain, France and Ireland*, Defender of the Faith, &c. in the Sum or Penalty of — of lawful, &c. with Condition thereunder-written (reciting, that whereas the said *B.* having by Transfer, or Licence pursuant to an Act of Parliament made in the ninth and tenth Years of his late Majesty's Reign, entituled *An Act for raising a Sum not exceeding two Millions upon a Fund, for Payment of Annuities, after the Rate of 8 l. per Cent. per Annum, and for settling a Trade to the East-Indies, a Right to trade to the said East-Indies, and other the Parts within the Limits prescribed by the said Act*, as appears by the Certificate of Mr. *T. W.* thereunto annexed, had given Notice of his Intention to trade to *India*, and other the Parts aforesaid, with a Cargo or Lading of Goods mentioned in the said Certificate, in the said Ship *M.* whereof the said *B.* is Commander) That if all the Goods, Wares, Merchandizes and Commodities, which shall at any Time or Times, during the Continuance of the said Act, be loaden, by or for the said *B.* or for his Account, in the said Ship, or in any other Ship or Ships from the said *East-Indies*, or Parts aforesaid, shall be without breaking Bulk brought to some Port of *Great Britain*, and be there unloaden and put on Land (the Dangers of the Seas, Enemies, Constraint of Princes, and Rulers and Barratry of Seamen excepted); then the said recited Obligation to be void, (or to that Effect) as thereby, Relation being thereunto had, may appear: Now the Condition, &c. That if all the Goods, Wares, &c. (The same Words over again, as far as excepted) And if the said *B.* and *C.* their Heirs, Executors and Administrators, or any of them, shall and do at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Costs, Charges, Payments, Extents, Executions and Damages whatsoever, which shall or may be had, sued out, prosecuted, recovered or awarded against him, them, or any of them, or which he, they, or any of them shall or may sustain, pay, or be put unto for or by Reason of the said recited Obligation and Sum of Money, or Penalty therein contained, or any Matter or Thing in the Condition thereof mentioned and specified, or relating thereunto in any Manner of wise: Then, &c.

To indemnify a Person from the Moiety of the Penalty of a Bond, which they both entred into, to the King.

Note; Two Persons entred into a Bond as Sureties for another Person (to the King) for the other's Fidelity and good Accounting to the Commissioners of the Victualling Office; so one of the Sureties gives this Bond to the other Surety, to indemnify him from a Moiety of the Penalty in the said Bond.

WHEREAS the above-named *A.* at the Request of the above-bound *B.* in and by one Obligation, bearing Date the — Day of — 17—, is and standeth jointly and severally bound with *C.* of, &c. unto our Sovereign Lord *William* the III. by the Grace of God, King of *England*, &c. in the Penalty of —, with Condition thereunder-written, That if the said *C.* shall truly perform and discharge the Trust committed to him as Agent to the Commissioners for victualling his Majesty's Navy, on Behalf of his Majesty, at the Port of *Lecerpoo*, and observe and follow all such Orders and Instructions as he shall from Time to Time receive from the said Commissioners, during his Continuance in the said Employment, and from Time to Time give a just and true Account to the said Commissioners for the Time being, of all Monies, Stores, Provisions, Utensils and all other Things belonging to his Majesty, that he shall or may become any way accountable for by Virtue of his said Office or Employment; and when required, shall pay and deliver over to his Majesty's said Commissioners, or whom they shall appoint, all such Monies, Stores, Provisions, Utensils and all other Things, which upon such Account shall be found due and belonging to his said Majesty: Then the said recited Obligation to be void, (or to that Effect) as thereby, Relation, &c. And whereas the said *B.* before Sealing the said recited Bond, agreed, and doth hereby agree with the said *A.* and is contented to stand chargeable with and for the said *C.*'s Performance of the several Matters and Things contained in the Condition of the said recited Obligation, to the Value of one half Part of the Sum of Money or Penalty mentioned in the said recited Obligation, and to discharge and indemnify the said *A.* therefrom: Now the Condition, &c. is such, That if the said *B.* his Heirs, Executors and Administrators, do and shall at all Times hereafter bear, pay and discharge the one full Moiety or half Part of all Suits, Costs, Charges, Payments and Damages which shall or may be commenced, prosecuted, recovered or awarded against the said *A.* his Heirs, Executors or Administrators, or his or their Goods or Estate, or which he or they may sustain or be put unto for or by Reason of the said recited Obligation, or in any wise concerning the same; and thereof and therefrom do and shall, at all Times hereafter, save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and every of them: Then, &c.

To indemnify a Person (that became bound to the King) for a Letter-Carrier's good Service, Fidelity and Behaviour in the General Post-Office.

WHEREAS the above-named *A.* at the Request, and for the only Duty of the above-bound *B.* in and by one Obligation dated, &c. is and stands jointly and severally bound with the said *B.* and *C.* of, &c. unto our Sovereign Lord the King's Majesty, in the Penalty of — with Condition thereunder-written, reciting, That whereas Sir *D.* and Sir *E.* his Majesty's Postmasters General, had employed the said *B.* to carry Letters from the Post-Office General, to be delivered within *London* and Parts adjacent, that if the said *B.* shall truly deliver all such Letters, Packets and Parcels as shall be appointed him by the said Sir *D.* and Sir *E.* their Deputies or Assigns, and shall pay to the Receiver General of his Majesty's Revenues of the Post-Office at the Post-Office in *London*, all such Monies as the Port of Letters, Packets or Parcels delivered to him, or any imploy'd by him, shall amount to, according to the Rates upon the same, and shall not alter any Tax or Price put upon any Letter, Packet or Parcel delivered to him, or any imployed by him, nor receive more than so taxed, and shall carry himself honestly in the Employment, and not depart therefrom without a Month's Notice first given to the Governors or their Deputy; Then the Bond to be void (or to that Effect) as by the said recited Obligation and Condition, Relation being thereunto had, may at large appear: *Now the Condition, &c.* That if the said *B.* his Heirs, Executors Administrators or Assigns do and shall at all Times hereafter save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from the said recited Obligation and Sum of Money therein mentioned, and all Actions, Suits, Costs, Charges, Payments and Damages which shall or may be brought, sued, commenced, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto, for or by Reason thereof, in any Manner of wise: Then, &c.

To indemnify a Person (that became bound to the Treasurer of the Middle Temple) for one of the Company's good Service, Fidelity, &c. in his Office.

WHEREAS the above-named *A.* at the Request of the above-bound *B.* and *C.* by one Obligation, bearing Date, &c. became and stands jointly and severally bound with the said *B.* and *C.* unto *D.* Treasurer of the *Middle Temple, London*, in the Penalty of 100 *l.* with Condition thereunder written, That if the said *B.* shall, during such Time as he shall be one of the Company of the *Middle Temple*, go to Church and communicate as he ought to do, and satisfy to the Steward of the said House all such Sums of Money as shall be due for his Commons, and every Term pay the Sum due for his Pension, and pay all such Debts, Duties and Charges, with other Things, which by the Orders, Usage or Custom of the said House shall be due and payable by the said *B.* and shall observe all

Orders as made, or which shall be made for the *Middle Temple*, and should not, during his Continuance in the said House, practice as a common Attorney or Solicitor, in any Court of Justice in this Land, or elsewhere howsoever; Then the said Bond to be void, *or to that Effect*, as thereby, Relation, &c. *Now, &c.* That if the said *B.* and *C.* or either of them, their or, &c. Heirs, &c. do and shall, &c. indemnified the said *A.* his Heirs, &c. and his and their Lands, &c. of and from the said recited Obligation and Sum of Money therein mentioned, and all Actions, Suits, &c. recovered or awarded against him or them, or which he or they may sustain or be put unto, for or by Reason thereof, in any Manner of wise: Then, &c.

Bond from a Master of a Ship, to perform his Matters in a Charter-party, and to indemnify the Owners who were bound with him therein.

WHEREAS by a Charter-Party, bearing Date, &c. made between the *Royal African Company of England*, of the one Part, and the above-bound *B.* (by the Name of *B.* of, &c.) and the above-named *A.* and *C.* Part-owners of the Ship *G.* Burthen about — Tuns, then at Anchor in the River of *Thames*, the said *B.* Master of the other Part, That the said Master and Part-owners have let the said Ship to Freight to the said Company for a Voyage to the South Part of *Guinea* in *Africa*, and from thence to the Coast of *W.* and so proceed to *Barbadoes*; in which said recited Charter-Party is contained several Covenants, Clauses, Articles and Agreements on the Part of the said Master to be performed, as well relating to the said Ship and her intended Voyage, as also relating to a Cargo of Goods, to the Value of —, and several other Matters therein mentioned, as thereby, Relation, &c. *Now the Condition, &c.* is such, That if he the said *B.* or his Assigns do and shall in all Things observe, do and perform all the several Covenants, Articles, Clauses and Agreements which are mentioned and contained as well in the said recited Charter-Party, as in the Endorsement thereon, relating to the said Ship and her said intended Voyage, and the said Cargo of —, and Effects and Produce thereof, and all or any other Matters and Things whatsoever, by and on the Part and Behalf of the said Master, to be performed in any Manner of wise, and thereof, and therefrom, and of and from all Actions, Suits, Costs, Payments and Damages which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against them the said *A.* and *C.* or either of them, their, or either of their Heirs, Executors or Administrators, or which they, or any of them may sustain by Reason thereof in any wise, do and shall at all Times hereafter save and keep harmless and indemnified the said *A.* and *C.* and either of them, their and either of their Heirs, Executors and Administrators, and their and either of their Lands, Tenements, Good and Chattels, and every of them: Then, &c.

To indemnify the two Persons (that at the Request of two of the Owners of a Ship became bound in a Bond) for Payment of the Master and Ship's Company's Wages, and also in Case she winters at Archangel.

WHEREAS the above-named *A.* and *B.* at the Request of the above-bound *C.* and *D.* by Obligation under their Hands and Seals, bearing Date, &c. became and stood jointly and severally bound unto *E.* of, &c. in the Sum or Penalty of —, reciting in the Condition thereof, That *F.* late Commander of the Ship called the *O.* then bound for *Archangel* in *Russia*, with the said Ship, and thence to *London*, or some Port or Place in *England*, was taken sick in his said Voyage, and obliged, for Recovery of his Health, to go ashore at *Great Yarmouth*, [above-mentioned] where he continued sick, and not able to proceed upon the said Voyage; and the said *A.* and *B.* by the Directions of the Owners and Freighters of the said Ship had appointed one *L.* Master of the said Ship for the said Voyage; and the several Persons therein after mentioned, at the Request of the said *A.* and *B.* had undertaken, and promised to proceed with the said *L.* in the said Ship upon the said Voyage, at and after the Rate or Wages therein mentioned, viz. the said *M.* at 45 s. per Month, *N.* at 70 s. per Month, *O.* at — per Month, *P.* *Q.* *R.* *S.* &c. at 23 s. per Month, for the whole Voyage, from the — Day of — then last past, in Case the said Ship shall happen to winter in *Russia*, or in any Place between that and *England* in the said Voyage, conditioned that if the said Ship should proceed upon her said Voyage, and happen to winter in *Russia*, or any Place between that and *England*, if then the said *A.* and *B.* or either of them, should pay at the Return of the said Ship to her Delivery-Port in *England*, to the said several Persons, their Executors or Assigns, or so many of them as should proceed upon the said Voyage, their full Wages, at and after the Rates before-mentioned, without any Abatement whatsoever; Then the said recited Obligation to be void, or to that Effect, as by the said recited Obligation and Condition, Relation being, &c. Now the Condition, &c. That if the above-bound *C.* and *D.* or either of them, their or either of their Heirs, &c. do and shall at all Times, &c. indemnified the said *A.* and *B.* and either of them, their, &c. Heirs, &c. and their and either of their Lands, &c. of and from the said recited Obligation and Sums of Money therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all Actions, Suits, Costs, Payments and Damages which shall or may be brought, commenced, sued, prosecuted, recovered or awarded against them, or either, or any of them, or which they, or either, or any of them may sustain or be put unto, for or by Reason thereof, in any Manner of wise: Then, &c.

To indemnify a Master of a Ship, on Account of his delivering Goods to a Person in London, notwithstanding they were consigned to another in Amsterdam, and notwithstanding the Bills of Loading were not delivered up to the Master.

WHEREAS the above-named *A.* Master of the Ship *M.* lately arrived from *Venice*, and bound for *Amsterdam*, hath on the Day of the Date hereof, by and with the Order and Consent of *Messieur B.* Merchant at *Amsterdam*, delivered, or will deliver unto the above-bound *C.* — Bags of Rice, taken on board in the said Ship at *Venice*, belonging to the said *C.* and consigned to the said *Messieur B.* at *Amsterdam*, notwithstanding the Bills of Loading for the same were not delivered up: *Now the Condition, &c.* is such, That if the said *C.* his Heirs, &c. do and shall at all Times hereafter save and keep harmless and indemnified the said *A.* and likewise the said Ship with her Freight, Tackle and Apparel, from and against all Person and Persons, and of and from all Actions, Suits, Costs, Charges, Payments and Damages, Seizures, Judgments, Executions, Claims and Demands whatsoever, for or concerning the said Goods, or any Part thereof, or for or by Reason of his delivering the same to the said *C.* as aforesaid, in any Manner of wise: Then, &c.

To indemnify a Person upon purchasing Part of a Ship, from her Outset, and from a Suit then depending, on Account of the Ship's being in the East-India Company's Service.

WHEREAS the above-bound *A.* by Bill of Sale, bearing the Date above-written, for the Consideration therein mentioned, hath sold unto the above-named *B.* one sixteenth Part of the Ship, called the *F.* &c. and of all her Masts, Sails, Sail-yards, Anchors, Cables, Stock of Monies, and other Appurtenances and Things to the said Ship belonging, and of all Freight, Profit and Monies, payable in respect of her said Voyage, or otherwise, as thereby may appear: *Now the Condition, &c.* That if the said *A.* his Executors and Administrators shall and do at all Times hereafter discharge, save and keep harmless and indemnified the said *B.* his Executors Administrators and Assigns, and the said sixteenth Part of the Ship *F.* with her Appurtenances sold as aforesaid, and other his and their Goods, Chattels and Estate, of and from all or any Debt, Sum and Sums of Money payable whatsoever, due, owing or payable to any Person or Persons, for or on Account of the said Ship, for her Outset and fitting her to Sea for her said Voyage to *Guinea*, and from all Charges during her Stay in the *Dorons*, and until her Departure from *Portsmouth* outwards, on her said Voyage; and likewise of and from all or any Sum and Sums of Money, Charges of Suit, and other Charges and Damages which now are and shall grow due, owing or payable for or by Reason of a—Suit now depending between the Owners of the said Ship and the *East-India Company*, on Account of the said Ship

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and her Voyage, in the Service of the said Company, and also of and from all Actions which shall or may be brought, prosecuted, recovered or awarded against the said *B.* his Executors, Administrators or Assigns, or which he or they may sustain or be put unto for or concerning the said Outset of the said Ship, and the said Suit so depending, as aforesaid, in any Manner of wife: Then, &c.

From a Master of a Ship, to indemnify the Owners from all Debts and Incumbrances, &c. upon his giving and making up Accounts with them.

WHEREAS the above-bound *A.* who was late Master of the good Ship or Vessel, formerly called the *K.* and now the *R.* Burthen about — Tuns, now in the River of *Thames*, hath on or before the Date hereof given unto the above-named *B.* and *C.* and the rest of the Part-owners of the said Ship, or some of them, a just and true Account of such Debts and Monies as have been contracted and owing on Account thereof, which are therein mentioned as paid and discharged; and hath likewise accounted with them, or some of them, concerning the said Ship and all Matters relating thereunto, during his being Master thereof: Now the Condition, &c. is such, That if the said *A.* and the above-bound *D.* their Heirs, Executors and Administrators, or some of them, do and shall at all Times hereafter well and sufficiently save, keep harmless and indemnified the said *B.* and *C.* and the rest of the Part-owners of the said Ship, their Executors, Administrators and Assigns, and the said Ship with her Appurtenances, from all or any Debts, Charges and Incumbrances, or any Act or Thing whatsoever, made, done or committed by the said *A.* or by any others, by his Means, Privity or Procurement, whereby, wherewith, or by Means whereof the said Ship with her Appurtenances, or any Part thereof, or the Part-owners thereof, all or any of them, for or on Account, or in Respect of the said Ship, is or are on the Date hereof, or shall, or may at any Time hereafter be charged, seized, forfeited, extended, chargeable or incumbered in any wise: Then, &c.

To indemnify a Merchant for paying Freight to a Person empower'd by Letters of Attorney from the Owners; and to indemnify him from the two former Masters of the Ship.

WHEREAS the above-bound *A.* for himself, and for and on the Behalf of the rest of the Part-owners of the Ship *S.* Burthen about — Tuns, whereof *C.* was, and *D.* is now Master, hath by Writing under his Hand and Seal bearing Date herewith, empower'd the above-bound *B.* also Part-owner of the said Ship, to demand, recover and receive of the above-named *C.* and others, all Monies due for Freight, on Account of the said Ship's late Voyage from *Maryland*, as thereby, Relation, &c. Now the Condition, &c. That if the said *A.* and *B.* their Heirs, &c. or either, or any of them shall and do at all Times hereafter save and keep harmless and indemnified the said *C.* his Executors and Administrators, and his and their

Goods and Estate of, from and against the aforesaid *E.* and *D.* and the Part-owners of the said Ship, or any of them, and all other Person and Persons, and from all Actions, Suits, Charges, Payments and Damages, which shall or may be brought, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto by any Person or Persons, for, about, or concerning all or any such Sum or Sums of Money, which the said *C.* his Executors or Administrators, or any other Person or Persons as Freighters of the said Ship, and for whose Freight the said *C.* is or may be liable or chargeable, shall or may pay to the aforesaid *B.* for Freight, or otherwise on Account of the said Ship's late Voyage from *Maryland*, as aforesaid: Then, &c.

From three Part-owners of a Ship, to indemnify the Master upon his delivering up Possessions of a Prize to them, and likewise from the Seamen's Share, and from their Wages, &c.

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Suits have a-
risen.

WHEREAS Differences and Suits have been between the above-bound *A. B.* and *C.* and other the Part-owners of the Vessel or Privateer, called the *C. Galley*, whereof the above-named *D.* was Commander, and him the said *D.* concerning several Accounts, Matters and Things relating to the said Privateer and the said *D.*'s Transactions therein, all which Differences and Suits are fully composed and determined, and thereupon the said *A. B.* and *C.* have agreed to indemnify and save harmless the said *D.* from the several Claims, Matters and Things as here-under is mentioned: Now therefore the Condition, &c. is such, That if the said *A. B.* and *C.* their Heirs, Executors and Administrators do and shall from Time to Time, and at all Times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *D.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Costs, Charges, Troubles and Damages, Claims and Demands whatsoever, which shall or may be commenced, sued, prosecuted or recovered against him or them; or which he or they may sustain or be put unto, by or from the Owners of, or any other Person or Persons concerned in a Vessel, called the *L.* which was taken as Prize by the said *D.* in the said *C. Galley*, for, about, or concerning the said Vessel, or her Lading, or any Thing relating thereunto; and also if the said *A. B.* and *C.* their Heirs, Executors and Administrators do and shall at all Times hereafter sufficiently save, and keep harmless and indemnified the said *D.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all or any Claims, by, for, or from all or any of the Seamen and Mariners of the said *C. Galley*, their or any of their Executors, Administrators or Assigns, for, about, or concerning 29 two and 30th Parts of and in the said Prize, called the *L.* and for, about, or concerning the Sum of — due to the said Seamen or Mariners, for Wages in the said *C. Galley*, left in the Hands of the Owners thereof, and accordingly allowed in Accounts between the said Owners and the said *D.* and of and from all Actions, Suits, Costs, Charges, Troubles and Damages, which shall or may be commenced, sued, prosecuted or recovered against the said *D.* his Executors or Administrators, or which he or they may sustain or be put unto for or in any wise concerning the said Claims of the said Seamen, or the said — *L.* as aforesaid: Then, &c.

To indemnify a Master of a Ship, on Account of his paying the Wages due to one of his Men (to two Persons in Trust for several other of the Brothers and Sisters of one of his Men) who died and left his Wages to be equally divided amongst them; and to indemnify the Ship and Part-owners thereof, and to procure Discharges from each of the Brothers and Sisters.

WHEREAS *A.* the younger, late of, &c. deceased, by his last Will in Writing, dated the — Day of, &c. did give and bequeath equally to be divided amongst his Brothers and Sisters all the Wages due to him the said *A.* for his Service on board the Ship, called the *R.* which Monies were then in the Hands of the above-named *B.* late Master of the said Ship: And whereas the said *B.* hath on the Day of the Date above-written paid unto the said *C.* and *D.* for the Use of, and to be paid and divided equally between themselves and the rest of the Brothers and Sisters of the said *A.* the younger, the Sum of —, being the full Wages which was due and belonging to the said *A.* at the Time of his Decease, for his Service on board the said Ship *R.* upon their Promise and Agreement to procure sufficient Releases and Discharges from all the Brothers and Sisters of the said *A.* deceased, for their several Parts and Shares of and in the said Wages, and to indemnify the said *B.* for and concerning the same, as hereunder is mentioned: Now the Condition, &c. That if the said *C.* and *D.* their Heirs, Executors or Administrators, or some of them shall and do pay, or cause to be paid unto the rest of the Brothers and the Sisters of the said *A.* their full Parts and Shares of the said Sum of —, and procure their sufficient Releases and Discharges therefrom, and for and concerning all Wages due for the Service of the said *A.* on board the said Ship *R.* and shall and do likewise at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators, and the Part-owners of the said Ship *R.* and every of them, their and every of their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Costs, Charges, Payments and Damages which shall or may be commenced, sued, prosecuted, recovered or awarded against him, them, or any of them; or which he, they, or any of them shall or may sustain or be put unto, by any Person or Persons whatsoever, for or concerning the Wages of the said *A.* for his Service on board the said Ship *R.* or the said Sum of — paid as aforesaid, or any Part thereof, in any Manner of wise: Then, &c.

To indemnify Trustees of a Commission of Bankruptcy on Account of their paying Money due upon a Note from the Bankrupt at 10s. and 6d. in the Pound; the Person whom the Money was paid to signing a Release to the Commissioners.

WHEREAS *A.* late of, &c. gave a Bill or Note under his Hand, dated on or about the, &c. unto *B.* of, &c. for the Sum of 200*l.* payable about three or four Months after the Date thereof: And whereas the said *B.* gave the said Note for Payment of the said 200*l.* to the above-mentioned *C.* and the said *A.* afterwards paid to the said *C.* the Sum of 40*l.* which was endorsed on the said Note: And whereas the said *A.* afterwards became insolvent, and unable to pay his full Debts to his Creditors: And whereas the said Note is lost or mislaid, notwithstanding which the above-named *D. E.* and *F.* Trustees for themselves, and the rest of the Creditors of the said *A.* have, at or before Sealing hereof, with the Consent of the said *B.* testified by his executing the Deeds of Release to the said Trustees, dated the, &c. paid unto the above-bound *G.* Administratrix as aforesaid, the Sum of 60*l.* being a Dividend after the Rate of 10*s.* 6*d.* in the Pound for the remaining Sum of 160*l.* due upon the said Note; the Receipt whereof she doth hereby acknowledge; and thereof doth acquit and discharge the said *D. E.* and *F.* their Executors, Administrators and Assigns for ever, by these Presents. Now therefore the Condition, &c. is such, &c. That if the said *G.* her Heirs, &c. do and shall from Time, &c. and indemnified the said *D. E.* and *F.* Trustees as aforesaid, and the rest of the Creditors of the said *A.* and every of them, their, and every of their Heirs, &c. and their and every of their Lands, &c. of and from all Actions, &c. recovered or awarded against them or any of them, or which they or any of them may sustain, or be put unto, for, or by Reason of the said Note, or the Payment of the said 60*l.* for the said Sum of 160*l.* remaining due thereon as aforesaid, in any Manner of wise: Then, &c.

To indemnify a Person, (who agreed to assign over his Debts to two Persons, for the Use of themselves, and the rest of his Creditors; in case all his Creditors signed to an Agreement between him and them), from two of them that refused to execute.

WHEREAS in and by certain Articles of Agreement, dated the, &c. made between the above-named *A.* of the one Part, and the above-bound *B.* and *C.* and the several other Persons whose Names are mentioned in the Schedule thereunto annexed, Creditors of the said *A.* of the other Part; the said *A.* did covenant that within two Days after all his Creditors mentioned in the said Schedule, should have signed the said recited Articles, he would assign over unto the said *B.* and *C.* for the Use of themselves,

Recital of an Agreement, that within two Days after his Creditors had signed it, to assign over his Debts, &c.

To

themselves, and the rest of his said Creditors, and other Uses therein mentioned, all his Shop-goods at the Value of the first Cost, and all his Debts whatsoever justly due and owing to him the said *A.* which together should amount to the Sum of — *l.* or more, or to that Effect, (*And the said*

That the Creditors have signed.

*Creditors did thereby covenant to discharge, or secure and indemnify the said A. from the Sum or Debt of — *l.* and the Interest thereof, which he and one D. stand bound for unto one E.)* And whereas all the Creditors mentioned in the said Schedule, annexed to the said Articles, have signed the said Articles; and the said *A.* hath by Writing or Assignment, under his Hand and Seal, bearing

That he had assigned his Debts.

Date *herewith*, according to, and in Pursuance of his Covenants, contained in the said Articles, assigned over to the said *B.* and *C.* all his Shop-goods and Debts, for the Use of themselves and other the Creditors of the said *A.* and other Uses mentioned in the said recited Articles; as by the said recited Articles and Assignment,

That he is indebted to the two Persons.

Relation being thereunto had, may at large appear. *And whereas the said A. is indebted unto F. the Sum of — *l.* and unto G. the Sum of — *l.* which said F. and G. have not signed to the said Articles; but by Agreement between the said A. and his Creditors, they the said B. and C. are on the Behalf of themselves, and the rest of the Creditors, to indemnify the said A. from the said two Debts of — *l.* and — *l.* owing to the said F. and G. Now the Condition is such, That if the said B. and C. their Heirs, Executors and Administrators, do and shall, (by and out of the Produce of the Goods and Debts of the said A. assigned to them by the said recited Assignment as aforesaid) at all Times hereafter discharge, save and keep harmless and indemnified the said A. his Executors and Administrators of, from and against the said two Debts of — *l.* and — *l.* by him owing to the said F. and G. as aforesaid, (*and the said Bond of — *l.* entred into by him and the said D. unto the said E.*) And all Actions, Suits, Troubles, Charges, Costs and Damages, which shall or may be commenced or prosecuted against him or them, or which he or they may sustain, or be put unto, for or by Reason thereof, or the Non-payment thereof, or any Part thereof in any Manner of wise: Then, &c.*

Bond from two surviving Partners, to indemnify the Executrix of the Deceased Partner, from the Debts contracted in Partnership, upon assigning her Share in the Partnership to them.

WHEREAS the above-named *A.* by Indenture under her Hand and Seal, bearing even Date with the Obligation above-written reciting as therein is recited, for the Consideration therein mentioned, and in Pursuance of the Covenant in that Behalf contained in certain Indentures of Copartnership tripartite, bearing Date the, &c. made between the said *A. A.* of the first Part, the above-bound *B.* of the second Part, and the above-bound *C.* of the third Part, hath assigned and released unto the said *B.* and *C.* to their own proper Use, the one full and equal third Part, and all other the Part and Share belonging to her the said *A.* as Executrix aforesaid, of, in

Note, *A. A.* is dead, and *A.* his Relict and Executrix.

and to the Drugs, Medicines, Goods, Debts, Monies and Things belonging to the said joint Stock and Trade between the said Parties, at the Time of the Decease of the said *A. A.* as by the said Indenture of Assignment and Release, Relation being, &c. *Now the Condition, &c.* is such, That if the said *B.* and *C.* their Executors and Administrators, do and shall, pursuant to the Covenants in that Behalf contained in the said Indentures of Co-partnership, discharge, and at all Times hereafter save and keep harmless, and indemnified the said *A.* her Heirs, Executors and Administrators, and her and their Lands, Tenements, Goods and Chattles, of and from all and every the Debts and Sums of Money, which at the Time of the Decease of the said *A. A.* were due and owing by and from the said Partners, and which on the Day of the Date hereof, are yet due, owing and undischarged to all, or any Person or Persons whatsoever, upon Account of the said late joint Trade and Partnership, between the said *A. A. B.* and *C.* as aforesaid, and of, from and against all and all Manner of Actions, Suits, Costs, Charges and Damages which shall or may be commenced, sued, prosecuted, recovered or awarded against the said *A.* her Executors or Administrators, or which she or they may sustain, or be put unto, for or by Reason of the said Debts, or any of them in any wise: Then, &c.

From his *Czarish* Majesty's Agent in *England.*

To indemnify a Person that became obliged to pay Part of the Wages that would become due quarterly, for two Persons Service in Russia, to their Wives in England.

WHEREAS *A.* and *B.* of, &c. *Shipwrights*, by two several Writings or Articles of Agreement, under their respective Hands and Seals, bearing the Date above-written, have agreed with the above-bound *C.* to go on board and proceed in and with such Ship as should be by him provided for their Passage to *Archangel* in *Russia*, and from thence to proceed to *St. Petersburg*, in the Dominions of his *Czarish* Majesty, the Emperor of *Great Russia*, &c. And upon their Arrival there, to enter into, and for the Time and Space of two Years, from their Appearance in his said Majesty's Admiralty, to be accounted to continue in the Service of his said Majesty, and to do and perform the Art, Work and Employment of making and building Wherries and Barges. And in Consideration thereof, the said *C.* hath thereby agreed to pay, or cause to be paid unto *D.* the Wife and present Attorney of the said *A.* and unto *E.* the Wife and present Attorney of the said *B.* or to such other Person or Persons as the said *A.* and *B.* respectively by Writing under their Hands and Seals should appoint, the Wages or Pay of 50 s. apiece *per* Kalendar Month, by equal quarterly Payments, at the End of every third Kalendar Month successively, from the Date thereof, until the Expiration of the said two Years, and proportionably for a lesser Time than three Months: *And whereas* the above-named *G.* at the Request of the said *C.* by two several Writings under his Hand bearing the Date above-written, hath obliged himself for Payment of all such Monies as shall become due and payable in *London*, by Virtue of the said several recited Articles; as thereby, Relation being thereunto had, &c. *Now the Condition, &c.* is such, that if the said *C.* his Heirs, Executors

cutors and Administrators, or any of them, shall and do from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified, the said G. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattles, and every of them, of and from all Actions, Suits, Costs, Charges, Payments and Damages, which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them, or which he or they may sustain, or be put unto, for or by Reason of the said last recited Writing, or any Sum or Sums of Money, or other Matter or Thing which shall or may become due, payable, or ought to be done or performed, by and on the Part of the said C. his Executors or Administrators, as in the said recited Articles is mentioned; or by Virtue, and in Respect thereof in any wise: Then, &c.

From an Apprentice to indemnify his Master for trading in his Name; the Master leaving of Trade, and so permitted his Apprentice that he might have the Benefit.

WHEREAS the above-named A. at the Request, and for the Benefit and Advantage of the above-bound B. hath consented that until the Term of his Apprenticeship unto the said A. expires and is determined, which will be on the — Day of — next, he the said B. may use the Name of the said A. in and for the carrying on the Trade of a Millener, which he now exercises upon his own Account, and for his own Profit, and not for the Account, or any Benefit or Advantage of the said A. but only to preserve the said Trade to himself, the said A. having wholly left off and discontinued the same, which the said A. hath permitted him to use for the said Time, so as he the said A. may be indemnified against all Damages for, or by Reason of the said Trade, or his using his Name therein, and for carrying on the same as aforesaid, which the said B. doth hereby agree to indemnify him accordingly. Now therefore the Condition, &c. is such, that if the said B. his Heirs, Executors and Administrators, do and shall at all Times hereafter, save and keep harmless, &c. (as above) for or by Reason of his the said B.'s using and exercising the said Trade and Dealing therein, in the Name of the said A. as aforesaid, or for any Matter or Thing by Reason thereof, or relating thereunto, in any Manner of wise: Then, &c.

From an Apprentice's Father, to indemnify the Apprentice's Master's Relict, upon her turning him over to another Master.

WHEREAS B. A. Son of the above-bound B. A. by his Indentures of Apprenticeship, bearing Date the &c. bound himself Apprentice unto the above-mentioned C. since deceased, to learn his Art, and with him after the Manner of an Apprentice, to serve from the Date thereof, unto the full End and Term of eight Years: And whereas the said D. C.

hath

hath at the Request, and with the Consent of the said *B. A.* Senior, and the said *B. A.* his Son, on the Day of the Date hereof, assigned the said Indentures of Apprenticeship, unto *E.* of, &c. as by the said recited Indentures, and the Assignment thereof, Relation being thereunto had, &c. *Now the Condition, &c.* That if the said *B. A.* Senior, his Heirs, Executors and Administrators, shall and do at all Times hereafter, save and keep harmless, and indemnify the said *D. C.* her Executors and Administrators, and her and their Goods and Estate, and every of them, of and from the Covenants and Agreements mentioned and contained in the said recited Indentures of Apprenticeship, on the Part of the said *C.* to be performed, and from all Actions, Suits, Costs, Charges, Payments, Sums of Money, Executions and Damages, for or concerning the same in any Manner of wise: Then, &c. *D. C.* was Relict to *C.*

To indemnify a Person from Part of the Penalty in a Bond, which he entered into as Surety for the Fidelity of a Brewer's Clerk.

Vide another, from a Moiety of the Penalty of a Bond entred into to the King.

WHEREAS the above-named *A.* at the special Instance and Request, and for the only Duty of *B.* of, &c. by Obligation under their Hands and Seals, bearing the Date *above-written*, stands jointly and severally bound with the said *B.* and *C.* of, &c. unto *D.* and *E.* of, &c. in the penal Sum of 500*l.* of lawful, &c. with Condition there-under written, reciting therein, That whereas the said *D.* and *E.* at the Request of the said *A.* and *C.* had taken, or did intend to take and imploy the said *B.* as a Clerk in their Trade of a Brewer: That if the said *B.* should from Time to Time, when required, give a just Account in Writing, and pay and deliver unto the said *D.* and *E.* their Executors and Administrators, or some of them, and discharge himself from all such Sum and Sums of Money, Bills, Notes and Things, which he should during his said Service receive, discharge, or which should come to his Custody, belonging to the said *D.* and *E.* or any others, wherewith they may be charged or chargeable: And also if the said *B. A.* and *C.* their Heirs, Executors and Administrators, or any of them should make, or cause to be made, and given unto the said *D.* and *E.* their Executors, Administrators or Assigns, full Satisfaction and Recompence, in lawful, &c. for all such Monies, Bills, Notes or other Things belonging to the said *D.* and *E.* their Executors or Administrators, or any others, wherewith they, or either, or any of them may be charged or chargeable, which should be received or discharged by, or come to the Hands, Charge or Custody of the said *B.* and be wasted, imbezilled, made away, or detained by him, or any others, by his Means, Privity or Procurement, or from which he shall not so discharge himself as aforesaid: Then the said recited Obligation to be void, or to that Effect; as by the said recited Obligation and Condition, Relation being hereunto had, &c. And whereas the said above-bound *F.* is contented to secure and indemnify the said *A.* his Heirs, Executors and Administrators, for and from the Sum or Value of 200*l.* of such Sum or Sums of Money, Charges, Payments or Damages,

Damages, which he or they may sustain, or which may be recovered against him or them, upon, or by Virtue of the said recited Obligation. *Now the Condition, &c.* is such, That if the above-bound *F.* his Heirs, Executors or Administrators, from Time to Time, and at all Times hereafter, for and to the Sum or Value of 200*l.* of lawful, &c. as aforesaid, do and shall well and sufficiently save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattles, and every of them, of and from all Actions, &c. sustain or be put unto, upon or by Reason of the said recited Obligation, so far as shall amount unto, or concern the said Sum of 200*l.* but for no greater Sum, Cost, Charge or Damage, which shall or may be recovered or awarded thereupon: Then, &c.

N. B. There were two other Bonds, from two several other Persons, to indemnify *A.* one for 150*l.* and the other for 150*l.* all the same.

To indemnify two Goldsmiths, that agreed to pay and receive the Cash of two Merchants, upon Bills of Exchange, Notes, &c. which they should from Time to Time draw on them, or they receive for them; the Merchants agreeing to account every three Months, if not, to pay the Balance, &c.

WHEREAS the above-bound *A.* and *B.* do intend to correspond with the above-named *C.* and *D.* who are to receive and pay the Cash, or Monies of and belonging to the said *A.* and *B.* upon Bills of Exchange, Notes and otherwise for their Account. *Now the Condition, &c.* is such, That the said *A.* and *B.* their Executors and Administrators, shall, at the End of every three Months from the Date hereof, make up and adjust Accounts with the said *C.* and *D.* and from Time to Time upon adjusting and settling such Accounts between them the said *C.* and *D.* or for want of such settling of Accounts between them, shall and do within — next, after Demand made of or Notice given to them, or any of them, well and truly satisfy, and pay or cause to be paid unto the said *C.* and *D.* their Executors, Administrators and Assigns, or any of them, all such Sum and Sums of Money, as shall appear upon any such Account, to be due and payable by them the said *A.* and *B.* unto the said *C.* and *D.* or which have been, or shall be by them, or either of them, paid and disbursed, or for which they or any of them shall or may be charged or chargeable, for or upon Account, or by the Order of the said *A.* and *B.* or either of them, upon any Bill or Bills of Exchange, drawn by or upon them, or either of them, or any Note or Notes, under their or either of their Hands, or otherwise: And also if the said *A.* and *B.* their Executors or Administrators, or any of them, do and shall from Time to Time, at all Times hereafter, well and sufficiently, save, defend and keep harmless, the said *C.* and *D.* their Executors, Administrators, Lands, Tenements, Goods and Chattles, of and from all Actions, Suits, Arrests, Costs, Charges and Damages, which shall or may be commenced or prosecuted, recovered, awarded against or sustained by them or any of them, for, upon Account, or by Reason of any of the Affairs of the said *A.* and *B.* or either of them, or any Matter or Thing relating thereunto: Then, &c.

To indemnify a Person that managed the Trade of a Shipwright for a Widow, from all Damages that might arise by his contracting for building a Ship, (in his own Name) and for buying Timber, and other Materials for building, and from Mens Wages, &c.

WHEREAS the above-named *A.* at the Request of the above-bound *B.* hath for some Time past managed, and doth continue to manage and carry on for the above-bound *C.* Widow of, &c. the Trade and Business of a Shipwright at her Yard in *Redriff* aforesaid: And whereas the said *A.* hath lately contracted and agreed in his own Name, but for and on the Behalf of the said *C.* for building of a Ship or Vessel for Captain *D.* at the said *C.*'s Yard aforesaid, and for the performing thereof, and of the Work and Business of the said Yard, the said *A.* hath bought, and will have Occasion to buy and provide Timber and other Goods and Things. Now the Condition, &c. is such, That the said *C.* and the said *B.* or either of them, their Executors and Administrators, or either, or any of them, shall and do from Time to Time, and at all Times hereafter, reimburse and pay to the said *A.* his, &c. all such Sum and Sums of Money which he hath paid, or which he shall pay, or contract to pay for any Timber and other Goods and Things which he hath bought, or shall buy from Time to Time, during his Management of the Trade of the said *C.* as aforesaid, as well for building of the said Ship, as for doing and performing what other Work and Business shall be done in the said Yard, for the said *C.* (he the said *A.* giving Notice to the said *C.* or entring an Account of such Goods, as he shall so buy and provide, in a Book for that Purpose, to be kept by the said *C.*) And likewise if the said *C.* and *B.* or either of them, their Executors or Administrators, or some of them, do and shall from Time to Time, pay and discharge all Wages which shall grow due for the Work done in the said Yard; and of and from all and every such Debts, Sum and Sums of Money, and of, and from all Actions, Suits, Costs, Payments and Damages which shall or may happen by Reason thereof, shall and do at all Times hereafter, save and keep harmless, and indemnified the said *A.* his Heirs, Executors and Administrators, and his, and their Goods, Chattles, and Estate, and every of them: And also if the said *C.* and *B.* or either of them, their Executors or Administrators, or any of them do and shall pay, or cause to be paid, unto the said *A.* the Sum or Sallary of 80*l.* per Ann. by ——— Payments ——— agreed to be paid for his Service aforesaid, as the same shall become due, during his Employment therein, and likewise his Expences in and about the said Business: Then, &c.

Bond from an Executor, to indemnify a Person on Account of paying Money to him.

WHEREAS *A.* late — on board her Majesty's *bired* Ship the *L. Hospital*, whereof the above-bound *B.* was Commander, did give unto the said *B.* a Note under his Hand, dated at *Port-Mohon* the, &c. for 6*l.* 15*s.* payable to the said *B.* (being Monies which he was then indebted to him: *And whereas* the said *B.* did afterwards, *viz.* on or about the — Day of — 17 — receive of Mr. *C.* on Account of the said *A.* the Sum of 16*l.* 8*s.* Sterling: *And whereas* the said *A.* afterwards died on board the said Ship, having first made his Will, and the above-bound *D.* then Master's Mate of the said Ship his Executor, who hath duly proved the same, and taken upon him the Execution thereof: *And whereas* there remains in the Hands of the said *B.* of the said 16*l.* 8*s.* by him received of the said *C.* for the Use of the said *A.* as aforesaid, after paying and allowing thereout to the said *B.* the said 6*l.* 15*s.* owing to him, as aforesaid, the Sum of 9*l.* 13*s.* and no more: *And whereas* the said *B.* hath on the Day of the Date above-written paid unto the said *D.* the said Sum of 9*l.* 13*s.* of lawful, &c. the Receipt whereof the said *D.* doth hereby acknowledge; and that the same is in full of all Monies remaining in the Hands of the said *B.* belonging to the Estate of the said *A.* deceased; and thereof, and of every Part thereof doth clearly acquit and discharge the said *B.* his Executors, Administrators and Assigns for ever by these Presents: *Now therefore* the Condition, &c. That if the said *D.* his Heirs, &c. do and shall from Time, &c. indemnified the said *B.* his Heirs, &c. and his and their Lands, &c. of and from all Actions, &c. shall or may sustain or be put unto by any Person or Persons whatsoever, for or concerning the said 16*l.* 8*s.* received of the said *C.* or the Payment of the said 9*l.* 13*s.* to the said *D.* as aforesaid, or either of them, or any Part of either of them, or any ways concerning the Estate of the said *A.* deceased, in any Manner of wise: Then, &c.

From a Legatee, to indemnify Executors, as well those in India, as in England, on paying a Sum of Money in Part of his Legacy.

WHEREAS *A.* late of *Calcutta* in the Bay of *Bengal* in *East-India*, Merchant deceased, made his last Will and Testament in Writing, bearing Date in *Calcutta* the — Day of — one thousand, &c. and thereby amongst other Legacies and Bequests therein contained, did give unto his Father the above-bound *B. A.* one Half of his whole Estate, and appointed *C. D.* and *E.* his Executors in *India*, and the above-named *F.* and *G.* his Executors in *London*; which Will was on the — Day, &c. produced at Council held for the United Company's Affairs in *Bengall*, and proved by the Oaths of the Witnesses to the Publishing thereof, as thereby, Relation being thereunto had, &c. *And whereas* the said *C. D.* and *E.* Executors in *India*, as aforesaid, some or one of them have remitted unto the said *F.* and *G.* the Sum or Value of — Sterling; which said Sum of — the said *F.* and *G.* have at or before Sealing and Delivery of these Presents paid unto the said *B. A.* in Part of the said Estate given, and payable unto the

the said *B. A.* by the said last Will of the said *A.* deceased, as aforesaid; the Receipt of which said — *l.* the said *B. A.* doth hereby acknowledge, and thereof and every Part thereof doth acquit, release, and for ever discharge as well the said *C. D.* and *E.* as the said *F.* and *G.* their and either of their Heirs, Executors and Administrators for ever by these Presents: *Now the Condition, &c.* That if the said *B. A.* and the above-bound *H.* their Heirs, &c. or either, or any of them do and shall at all Times hereafter well, &c. indemnified the said *F.* and *G.* and either of them, their and either of their Heirs, Executors and Administrators, and every of them, their, either and every of their Lands, Tenements, Goods and Chattels of and from all Actions, &c. or awarded against them, either or any of them, or which they, either or any of them shall or may sustain or be put unto, for or in any wise concerning the said — *l.* or the Payment thereof to the said *B. A.* as aforesaid, in any Manner of wise: Then, &c.

Bond from a Father, to indemnify an Executrix on Account of paying to him his Son's Legacy, he being in Minority; and when the Son is of Age, to procure his Discharge.

A. de, &c. tenet B. de, &c. & C. ux ejus Executric' ult' volunt' sive Testament' D. nuper, &c. defunct' in — &c.

WHEREAS the said *D.* by his Will and Testament in Writing, dated the, &c. did amongst other Things therein given, give to his Godson *R. A.* Son of the above-bound *A.* the Sum of — *l.* And whereas the said *B.* and *C.* his Wife, have at the Request of the above-bound *A.* on the Day of the Date hereof paid unto the said *A.* the said Legacy of — for the Use and Benefit of the said *R. A.* his Son, who is in his Minority, and under the Age of 21 Years: *Now the Condition, &c.* That if the said *A.* shall pay the said Legacy of — to the said *R.* his Son, when he shall attain the Age of 21 Years; and if the said *R. A.* shall within — next after Attainment of his Age of 21 Years; or if the Executors or Administrators of the said *R. A.* upon his Decease before Attainment of the said Age shall execute and deliver unto, or to the Use of the said *B.* and *C.* his Wife as Executrix aforesaid, their Executors and Administrators, a sufficient Release and Discharge of and from the said — *l.* Legacy, so paid as aforesaid; and all Actions, Suits and Demands in Law and Equity concerning the same; and also if the said *A.* his Heirs, Executors and Administrators do and shall at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *B.* and *C.* his Wife, their Heirs, &c. and their Lands, &c. of and from all Actions, &c. or awarded against them or any of them, or which they or any of them may sustain or be put unto, for, about, or concerning the said Legacy in any wise: Then, &c.

From a Father, to indemnify an Administratrix on paying him Legacies given to his three Children in Minority.

The Obligation the same as above; but instead of Executrix this as Administratrix (mutatis mutandis).

WHEREAS *A.* of, &c. lately deceased, by his last Will and Testament, dated, &c. did (amongst other Things) give and bequeath to the three Children of his Son in Law, the above-bound *B. viz.* to his Grandson *C.* 100 *l.* of lawful, &c. to his Grandson *D.* 50 *l.* of lawful, &c. to *E.* his Grand-daughter 50 *l.* of lawful, &c. and did order and appoint his said Son in Law *B.* to receive and keep the afore-mentioned 200 *l.* therein bequeathed to his said three Children to their three Uses, and the same to pay to the said *C. D.* and *E.* with the Interest of the same, at such Time as they should attain the Ages of 18 Years; and if either of them should decease before their Age of 18 Years, such of the three Legacies as should be unpaid, and the Party deceased to whom the same was bequeathed, should from thenceforth be paid to such of them as should survive, and at such Age as their own Legacy should be grown due; and did will and ordain that his said Son in Law *B.* should give to the Testator's Son the said *F. A.* one Bond or Obligation of 400 *l.* with Condition to the same endorsed, That he the said *B.* his Heirs, Executors and Administrators would acquit, discharge, and for ever save and keep harmless the said *F. A.* of and from the said *C. D.* and *E.* Grand-children, and of and from any Claim or Demand by them, or any of them, to be made for the foresaid three Legacies bequeathed to them from and after such Time, as the said *B.* the Son in Law should have received the said 200 *l.* to the Use and Uses foresaid; and did make and ordain the said *F. A.* and *B.* sole Executors of the said Will, as by the said recited Will, Relation being thereunto had, &c. And whereas the said *F. A.* is since dead, and the above-named *G.* hath taken out Letters of Administration upon his Estate: And whereas the said *B.* hath on the Date hereof, and not sooner, received the said Legacies of 200 *l.* given to his said Children: Now the Condition, &c. That if the said *B.* his Heirs, &c. do and shall at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *H.* and *G.* his Wife, their Executors and Administrators, and his, her and their Lands, Tenements, &c. which shall or may be commenced or prosecuted against him, her, or them, by the said *C. D.* and *E.* the Children of the said *B.* and Grand-children of the said *A.* or which the said *H.* and *G.* his Wife, or either of them, their, or either of their Executors or Administrators, may sustain or be put unto, for or by Reason of the foresaid three Legacies so left to the said *C. D.* and *E.* as aforesaid, or any Part thereof: Then, &c.

To indemnify a Person on paying Money received on a Policy of Insurance.

WHEREAS the above-named *A.* received several Sums of Money, amounting to — *l.* upon an Insurance on the Ship *D. E.* Master, made by *F.* of, &c. from *London* to *Barbadoes*, the said Ship being lost; which Writing or Policy of Insurance was delivered to the said *A.* by the above-bound *B.* And whereas the said *A.* hath at or before Sealing hereof paid unto the said *B.* the said Sum of — *l.* the Receipt whereof the said *B.* doth hereby acknowledge: Now the Condition, &c. That if the said *B.* his Heirs, &c. do and shall at all Times hereafter save and keep harmless and indemnified the said *A.* his Executors and Administrators, and his and their Lands, Tenements, &c. of and from all Actions, &c. sustain or be put unto by any Person or Persons whatsoever, for or concerning the said — *l.* so by him received and paid as aforesaid: Then, &c.

To indemnify a Tenant on his Attornment; and paying Rent to a Mortgagee; he giving timely Notice if he should be sued or ejected, &c. that the Mortgagee may defend the same.

WHEREAS *A.* by Writing under his Hand bearing Date, &c. hath desired and impower'd the above-named *B.* to attorn Tenant for the Messuages, Farms and Lands he holds of the said *A.* in *Hackney* and *Bow*, in the County of, &c. unto the above-bound *C.* by the Acceptance of her Agent Mr. *D.* and to pay her the Rent to grow due for the same, as thereby, Relation being thereunto had, &c. And whereas the said *B.* in Pursuance of the said recited Writing or Order, hath on the Day of the Date above-written actually attorned Tenant to the said *C.* for the said Messuages, Farms and Lands in *Hackney* and *Bow*, which he holds of the said *A.* by the Acceptance of the said *D.* and in Token of such his Attornment hath paid unto the said *D.* for the Use of the said *C.* 12 *d.* in Part of the Rent which will become due for the said Premises at *Michaelmas* next, and hath agreed to pay the growing Rent of the said Premises to the said *C.* or to her Order and Use, as by Writing under the Hand and Seal of the said *B.* bearing Date with these Presents, Relation being thereunto had, &c. Now the Condition, &c. That if the said *C.* her Executors and Administrators shall and do at all Times hereafter well and sufficiently save, defend and keep harmless and indemnified the said *C.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all Actions, Suits, Costs, Charges, Distresses, Ejectments, Payments, Judgments, Executions and Damages whatsoever, which shall or may be commenced, sued, prosecuted, recovered or awarded against him or them; or which he or they shall or may sustain or be put unto, as well for or by Reason of his attorning and becoming Tenant to the said *C.* for the said Premises as aforesaid, as for or concerning all or any such Sum or Sums of Money which she, or they, or any other Person or Persons by her or their Order, or for her or their Use, shall from Time to Time receive of the said

said *B.* his Executors, Administrators or Assigns, for or on Account of the Rent for the said Messuages, Farms and Lands which he the said *B.* so holds of the said *A.* as aforesaid, or any Part thereof, he the said *B.* his Executors and Administrators giving timely Notice to the said *C.* her Executors, Administrators or Assigns of such Actions, Suits, Distresses or Ejectments which shall or may at any Time or Times be brought, prosecuted or made upon or against him or them, for or on Account of the said Messuages, Farms and Lands, as aforesaid, or any Part thereof, and suffering her the said *C.* her Executors, Administrators or Assigns to defend the same: Then, &c.

N. B. The following Endorsement was writ upon the Bond, at the Time of sealing thereof.

I the within-named *C.* do hereby agree to the Lease that is made and granted to the within-named *B.* of the Premises for which the said *B.* hath attorned Tenant to me, as within is mentioned; the reserved Rent in the said Lease being — *l. per Annum.* Witness my Hand the Date within.

From an Assignee, to indemnify a Mortgagee from Suits at Law and Equity depending concerning a Debt due on the Premises, when he assigned his Mortgage to him.

WHEREAS *A.* of, &c. did sometime since mortgage unto *B.* and *C.* &c. all that Messuage, &c. and all other his Manors, Messuages, Lands, Tenements and Hereditaments in the Parishes of *M.* and *N.* in the County of *O.* And whereas Suits at Law and in Equity are depending concerning a Debt owing to *D.* of, &c. by *E.* deceased, from whom the said mortgaged Premises descended, or came to the said *A.* And whereas the said *B.* hath on the Date hereof assigned or conveyed his Right in the said Premises unto the said *E.* Now the Condition, &c. That if the said *E.* his Heirs, Executors and Administrators do at all Times hereafter save, defend, keep harmless and indemnified the said *B.* his Heirs, Executors and Assigns, Goods and Chattels, from all Costs, Charges, Damages and Expences, which he or they may any Ways be put unto or sustain, for or by Reason of the said Suits or Debts aforesaid, in any Manner of wise: Then, &c.

From a Master, to indemnify the Parish, upon the Churchwardens and Overseers putting forth a poor Child an Apprentice to him.

Noverint universi per Praesentes, nos A. de, &c. & B. de, &c. teneri & firm' oblig' C. & D. Guardianis Ecclesie & Paroch' Sancte Katharine Coleman, London, & E. & F. praefectis de Pauperibus Paroch' praedict' in — libris legal' monet' Mag' Britan' solvend' eisdem Guardianis & Praefectis de Paroch' praedict' vel eor' certo attornat' Executorib' vel Administratorib' suis, ad quam quid', &c. The same as usual.

WHEREAS the above-named *C.* and *D.* Churchwardens of the Parish of *St. K. C.* in *London*, and *E.* and *F.* Overseers of the Poor of the said Parish, by Indentures bearing Date with these Presents, have put out *G.* a poor Child of the said Parish, unto the above-bound *A.* for the Term of Seven Years, from the Date of the said Indentures, as by the said Indentures, Relation being, &c. And whereas the said Churchwardens and Overseers have, before Sealing hereof, paid and given with the said *G.* unto the said *A.* the Sum of ——. and double new Apparel of all Sorts, both linen and woollen: *Now the Condition*, &c. That if the said *A.* his Executors and Administrators do well and truly observe, perform and fulfill all the Covenants, Clauses, Agreements, Matters and Things in the said recited Indentures contained, which on the Part and Behalf of the said *A.* his Executors, Administrators and Assigns, are and ought to be performed, fulfilled and kept; and that in and by all Things, according to the Purport, Intent and true Meaning of the same Indentures: Then, &c.

From a Master, to indemnify the Parish during the Term of seven Years, upon the Churchwardens and Overseers putting a poor Child to him.

WHEREAS the above-bound *A.* hath taken *G.* a poor Child of the above-said Parish of *St. K. C.* to keep and provide for the said Child at his own Charge, the above-named Overseers have allowed him 20 s. to buy some necessary Clothing for the said Child: And the said *A.* hath also agreed to save the said Parish harmless, from and concerning the said Child, during the Space of Seven Years, from the Date hereof: *Now the Condition*, &c. That if the said *A.* his Executors and Administrators do and shall at all Times, for and during the said Time of Seven Years, discharge, and save, and keep harmless and indemnified the said Parish of, from and concerning the said Child, and all Suits, Charges, Costs, Payments, Troubles and Damages, for or in any wise concerning the said Child: Then, &c.

From a Lodger, to indemnify the Parish from any Child or Children his Wife is big withal.

A. de, &c. ten' B. & C. Guardianis de Paroch' Sanctæ K. C. Lond' in — lib', &c. solvend' eisdem B. & C. aut eor' alter' aut Successorib' vel Assignat' suis Guardianis de Paroch' prædict' Ad quam, &c.

WHEREAS *D.* Wife of the above-bound *A.* being now great with Child, is lately become a Lodger, or Inmate within the Parish of *St. K. C.* aforesaid, and thereupon the said *A.* hath agreed to discharge and indemnify the said Parish from all Charges and Damages, for or by Reason of his said Wife, and the Child or Children she is now great withal, as aforesaid: *Now the Condition*, &c. That if the said *A.* his Executors and

Q.

Admi-

Administrators do and shall at all Times hereafter discharge, and save, and keep harmless and indemnified the Churchwardens and other Officers for the Time being of the Parish aforesaid, and the said Parish of and from all Costs, Charges, Payments, Troubles and Damages whatsoever, for or by Reason of the said *D.* or any Child or Children she shall be delivered of, or which shall be born of her within the said Parish: Then, &c.

From a Lessor, to indemnify the Lessee, on paying his Rent to her.

WHEREAS the above-bound *A.* by Indenture of Lease, bearing Date, &c. hath demised, leased and to Farm letten, unto the above-named *B.* a Messuage or Tenement, with the Garden, Yards, Stables, Out-houses and Appurtenances thereunto belonging in the Parish of, &c. late in the Possession or Occupation of *C.* (except as therein is excepted) to hold unto the said *B.* his Executors, &c. from the Feast, &c. next ensuing the Date thereof for — Years, at the yearly Rent of — *l.* payable quarterly; and the said *B.* hath executed a Counter-Part of the said Lease unto the said *A.* as by the said recited Lease and Counter-Part thereof may appear: Now the Condition, &c. That if the said *A.* her Heirs, &c. do and shall at all Times hereafter well and sufficiently save harmless and keep indemnified the said *B.* his Executors, &c. and his and their Goods and Chattels of and from all Actions, Suits, Costs, Charges, Troubles, Damages and Demands that shall or may be commenced or prosecuted against him or them, by any Person or Persons whomsoever, or which he or they may sustain or be put unto, for or by Reason of his or their Payment of the said yearly Rent of — *l.* unto the said *A.* her Heirs or Assigns, in Manner as the same is by the said recited Lease reserved and made payable: Then, &c.

Counter-

Counterbonds.

To one bound in a Bond to pay Money for another.

1 WHEREAS the above-named *A.* at the special Instance and Request, and for the only Debt of the above-bound *B.* his Father, in and by one Bond or Obligation, bearing the Date above-written, is and standeth jointly and severally bound, together with the said *B.* unto *C.* of, &c. in the Sum or Penalty of — *l.* of lawful, &c. conditioned, That if the said *B.* and *A.* or either of them, their, either or any of their Heirs, Executors or Administrators, should pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the Sum of 500 *l.* of lawful, &c. on the, &c. which will be in the Year of our Lord 17—, and should in the mean Time, and until the said 500 *l.* should become payable, as aforesaid, pay Interest for the said —, after the Rate of 6 *per Cent. per Ann.* for one Year, from the Date of the said recited Obligation to be accounted, and after the Date of 5 *per Cent. per Ann.* after the End of the said first Year, until the said — *l.* should become payable, as aforesaid, by equal Payments, at the End of every six Months; *viz.* On the — Day of —, and on the — Day of —, yearly, and in every Year successively: Then the recited Obligation to be void, *or to that, or the like Effect*; as by the said recited Obligation and Condition, Relation, &c. *Now the Condition, &c.* That if the said *B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns the said Sum of 500 *l.* and Interest thereof on the several Days and Times limited in the Condition of the said recited Obligation, and according to the true Intent and Meaning thereof, and thereby acquit and discharge the said *A.* his Heirs, Executors and Administrators of and from the said recited Obligation, and all Sum and Sums of Money therein and in the Condition thereof mentioned, and thereupon to grow due, and from all Actions, Suits, Costs, Charges, Payments and Damages by Reason thereof: Then, &c.

To one bound in 10. several Bonds to pay Money.

2 **W**HEREAS the above-named *A.* at the special Instance and Request, and for the only proper Debt of the above-named *B.* is and standeth jointly and severally bound together with the said *B.* unto *C.* of, &c. by Ten several Bonds or Obligations under their Hands and Seals, dated the — Day of —, *Anno Dom.* 17—, each of them in the Sum or Penalty of — *l.* with Condition there-under respectively written for Payment of the respective Sums, on the several Days and Times following (that is to say) one of them for Payment of — on the — Day of —, which then would be in the Year of Our Lord 171—: One other of them for Payment of —, on the — Day of —, which will be, &c. (*and so the rest*) as by the said several recited Obligations and Conditions, Relation being, &c. *Now the Condition, &c.* That if the said *B.* his Heirs, Executors or Administrators, shall and do well and truly pay and satisfy the said several Sums of Money mentioned in, and which shall grow and become due and payable, according to the Conditions of the said several recited Obligations on the respective Days and Times therein limited, and according to the true Intent and Meaning, and in full Discharge thereof and of every of them; and shall likewise save and keep harmless and indemnified the said *A.* her Heirs, Executors and Administrators, and her and their Lands, Tenements, Goods and Chattels, and every of them of and from the said several recited Obligations, and all Monies therein, and in the Conditions thereof mentioned, and thereupon to grow due and payable; and from all Actions, Suits, Costs, Charges, Judgments, Extents, Executions and Damages, which shall or may be commenced, sued, prosecuted, recovered or awarded against her or them, or which she or they shall or may sustain or be put unto for or by Reason thereof in any Manner of wise: Then, &c.

Another; but two bound in one Bond for another.

3 **T**HE Recital of the Bond as usual.] *Now the Condition, &c.* That the said *B.* his Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, well and sufficiently save, and keep harmless and indemnified the said *A.* and *C.* their Heirs, Executors and Administrators, and their, either, and every of their Lands, Tenements, Goods and Chattels, of and from the said recited Bond or Obligation, and all Sums of Money therein and in the Condition thereof mentioned, and thereupon due, or to grow due and payable; and of and from all Actions, Suits, Costs, Charges, Payments and Damages which either or any of them shall or may sustain or be put unto for or by Reason thereof in any Manner of wise: Then, &c.

To one bound with another for his performing Articles.

To one that became bound in Bond, to indemnify two Persons from Notes lost.

To one that was bound in Bond to the East-India Company, about his finding Soldiers for Transportation in their Service.

To one that became bound with another for peaceable Enjoyment of Part of a Ship.

To one that became bound with another, to indemnify the Parish from a poor Child she had taken Apprentice.

These all the same, first reciting the Bonds, then the Indemnity, as before.

To one bound in a Bond of Bottomry.

WHEREAS the above-named *A.* at the special Instance and Request, and for the only Debt of the above-bound *B.* by Obligation under his Hand and Seal, bearing the Date above-written, is and standeth jointly and severally bound, together with the said *B.* unto *C.* of, &c. in the penal Sum of — *l.* of lawful, &c. conditioned, That if the Ship *D.* Burthen about — Tuns, now at Anchor in the River of *Thames*, whereof the said *B.* is Commander, should proceed and sail out of the River of *Thames*, on a Voyage to any Ports or Places in *East-India*, or elsewhere beyond the *Cape of Good Hope*, and return, and come back to the Port of *London*, or other her Delivery-Port in *England*, before the Expiration of 36 Kalendar Months, from the Date thereof to be accounted (the Casualties and Dangers of the Seas excepted); and if the said *B.* and *A.* or either of them, their, or either of their Heirs, Executors or Administrators, should pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the Sum of — *l.* within 30 Days, after the next Return and Arrival of the said Ship, at the Port of *London*, or other her Delivery-Port in *England*, from the said Voyage, or at the Expiration of the said 36 Kalendar Months, which should first happen, together with — *s.* per Month, for so many Months as shall be elapsed of the said 36 Months above 20 Months, and after the same Rate for a lesser Time than a Month: Or if in the said Voyage, and within the said 36 Months an utter Loss of the said Ship shall happen, as therein is mentioned: Then the said recited Obligation to be void (or to that or the like Effect), as by the said recited Obligation and Condition Relation, &c. Now the Condition, &c. That if the said *B.* his Heirs, &c. do and shall well and truly pay, or cause to be paid, unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — *l.* and all other Sum and Sums of Money mentioned in, and which shall become and grow due and payable, according to the Condition of the said recited Obligation, and in full Discharge thereof; and shall and do at all Times hereafter well and sufficiently save and keep harmless, &c. [All the same as N^o 2.]

To one bound in a Bond for peaceable Enjoyment of Part of a Ship, and from Goods sold, being Part of her Loading.

WHEREAS the above-named *A.* at the special Instance and Request, and for the only Debt and Duty of the above-bound *B.* by Obligation under his Hand and Seal, bearing Date on or about the, &c. became and stands bound, together with *C.* of, &c. unto *D.* of, &c. in the Sum or Penalty of — with Condition there-under written, reciting therein, that the said *B.* had by Bill of Sale of the Date thereof, sold unto the said *D.* — Part of the Ship, called the *E.* Burthen about — Tuns, whereof the said *A.* was Master, and of all Masts, Sails and other Appurtenances thereunto belonging, That if the said *D.* did at all Times afterwards peaceably hold and enjoy the — Part of the said Vessel, with her Appurtenances, without any Let, Denial, Claim or Demand by the said *B.* or any other Person or Persons whatsoever, and free of all Debts, Estates, Charges and Incumbrances whatsoever made, done or committed by him or any others whatsoever: Then the said recited Obligation should be void, (or to that Effect) as thereby, Relation, &c. And whereas the said *A.* at the Request and by the Consent, and for the Account of the said *B.* hath sold — Part of the Berry-stones, &c. — Part of the said Ship's Loading, which said *B.* doth hereby approve of, and confirm, and acknowledges to have received the Money for the said Goods so sold: Now the Condition, &c. That if the said *B.* his Heirs, &c. do and shall at all Times, &c. indemnified the said *A.* his Heirs, &c. of and from the said recited Obligation and Penalty therein, and from all Actions, Suits, &c. (as in N^o 2. till) for or by Reason of the said Obligation or Sale of the said Goods, as aforesaid, or in any wise concerning the same: Then, &c.

To one that became bound in a Bond (To indemnify a Person that managed the Trade of a Shipwright for a Widow, &c.). Vide pag. 107.

FIRST recite the Bond (To indemnify a Person that managed the Trade of a Shipwright for a Widow, &c.) as in pag. 107. then follows, Now the Condition, &c. That if the said *B.* her Heirs, &c. do and shall from Time to Time, and at all Times hereafter pay, do and perform all Payments, Matters and Things, in and by the Condition of the said recited Obligation mentioned, and according to the true Meaning thereof, and shall and do also well and sufficiently save and keep harmless and indemnified the said *A.* his Heirs, &c. and his and their Lands, &c. of and from the said recited Bond or Obligation, and all Sum and Sums of Money, Matters and Things, therein and in the Condition thereof mentioned and contained, and which shall grow due thereupon, and ought to be paid and performed by her the said *B.* her Executors and Administrators only and solely, according to the true Meaning of the said Parties, and of these Presents; and likewise of and from all Actions, &c. which shall or may be brought or prosecuted against him or them, or which he or they shall or may sustain or be put unto, for or by Reason thereof, in any wise: Then, &c.

To one bound in a Bond to the Governor and Company of the Bank of England, for a Person's Fidelity and good Accounting, &c. Only the Recital.

WHEREAS the above-named *A.* at the special Instance and Request, and together with the above-bound *B.* and *C.* by Obligation under their Hands and Seals, bearing Date, &c. became and stood jointly and severally bound unto the Governour and Company of the Bank of *England*, in the Sum or Penalty of 1000 *l.* of lawful, &c. with Condition under-written, reciting therein, that the said *B.* was chosen into the Service of the said Governour and Company of the Bank of *England*, That if the said *B.* should at all Times, during his Continuance in the said Service, by Virtue of his last, or any future Election, faithfully and diligently execute, perform and discharge the same, and so soon as he should be thereunto required from Time to Time, give a just and true Account of all Monies, Notes, Bills, Bonds, Tallies, Orders, Papers, Writings, Books, and other Things that within the said Service shall come to the Hands of the said *B.* or which he shall be intrusted with, and make good, answer and pay the Balance of such Accounts to the said Governor and Company, or to the Court of Directors of the said Governour and Company, or to such Person or Persons as they shall appoint: Then the said recited Obligation to be void, (*or to that Effect*); as thereby Relation, &c. *Now the Condition, &c.* [*The rest as common.*]

To one bound in a Bond to the Treasurer of his Majesty's Customs, for the Fidelity of a Person he had taken to be his Clerk.

WHEREAS the above-named *A.* at the Request and for the only Debt and Duty of the above-bound *B.* together with *C.* of, &c. in and by one Obligation, bearing Date, &c. is and standeth jointly and severally bound with the said *B.* and *C.* unto *D.* in the Penalty of —, with Condition, reciting therein, That the said *D.* is Treasurer of his Majesty's Customs in the Port of *London*, and by Reason of such his Office is intrusted with the Taking of several Bonds, and other Instruments, on his Majesty's Account, from Merchants and others, and to keep several Books of Accounts, and had imployed the said *B.* as his Clerk, That if the said *B.* shall at all Times during his Continuance in the said Service faithfully behave himself in the executing the same, and shall be punctual according to his Knowledge in the taking of all Bonds, Writings, Deeds, Evidences, Papers and Instruments whatsoever, which shall be taken or pass thro' his Hands, and be under his Care during his Continuance in the said Employment; and shall safely keep and secure all such Writings, until he shall deliver them unto the said *D.* or be thereof by him discharged, and in all Things behave himself as a faithful Servant, in Discharge of the Trust reposed in him: Then the said Obligation to be void, (*or to that Effect*); as thereby, Relation, &c. [*The same as N^o 3.*]

To one bound in a Bond for another's performing Articles for Service in Russia.

WHEREAS the above-named *A.* at the special Instance and Request, and for the only Debt and Duty of the above-bound *B.* together with the said *B.* is and standeth jointly and severally bound unto *C.* of, &c. in and by one Bond or Obligation, bearing Date, &c. in the penal Sum of — *l.* with Condition under-written (reciting as therein is recited) That if the said *B.* should upon the first Notice or Request of the said *C.* his Executors or Administrators, after the Date of the said recited Obligation, go on board, and sail, and proceed in and with such Ship or Vessel as the said *C.* should provide, order and give Notice of for his Passage to *A.* in *Russia*, and should there enter into the Service of *D.* &c. or other the Correspondent's Agents or Assigns of the said *C.* according to the true Intent and Meaning of certain Articles of Agreement, dated, &c. and therein recited; and also if the said *B.* his Executors or Administrators should truly pay unto the said *C.* his Executors or Assigns, the Sum of — *l.* therein mentioned, to be lent him by the said *C.* and for that Purpose should deduct, and allow, and permit, and suffer the said *C.* his Executors and Assigns, to take and receive the same out of the first Year's Wages or Salary, which should grow due and payable for and on Account of his Service aforesaid: Then the said recited Obligation to be void, (*or to that Effect*); as thereby, Relation, &c. *Now the Condition, &c.* That if the said *B.* his Executors, &c. shall and do well and truly pay and perform all and every the Payments, Matters and Things, on his and their Parts and Behalves, to be paid and performed according to the true Meaning of the Condition of the said recited Obligation, and in full Discharge thereof; and shall and do, from Time to Time, and at all Times hereafter, sufficiently save and keep harmless and indemnified the said *A.* his Heirs, &c. and his and their Goods, Chattels and Estate, of and from the said recited Obligation, and from all Actions, Suits, Costs, Charges, Payments and Damages, for or by Reason thereof, in any Manner of wise: Then, &c.

§

Bonds.

Bonds.

Bond for one to go on board, enter into Service in Russia, according to Articles, and to allow and deduct Money, out of Salary advanced.

WHEREAS the above-bound *A.* by Writing or Articles of Agreement under his Hand and Seal, bearing the Date above-written, hath for the Considerations therein mentioned agreed with the above-named *B.* upon the first Notice or Request in that Behalf to him made or given, by or from the said *B.* after the Date hereof, to go on board and proceed in and with such Ship or Vessel as the said *B.* shall appoint for his Passage to *A.* in *Russia*, and upon his Arrival there to enter into and for the remaining Part of Two Years, to be accounted from his going on board such Ship as aforesaid, to continue in the Service of the said *B.* or such other Person or Persons **¶** as the said *B.* or his Agents or Correspondents there, shall order and direct, as in the said Articles is mentioned, as thereby may appear: *And whereas* the said *B.* at the Request of the said *A.* hath at or before Sealing hereof paid and lent unto the said *A.* the Sum of — *l.* of lawful, &c. the Receipt whereof the said *A.* doth hereby acknowledge: *Now the Condition, &c.* That if the said *A.* shall and do accordingly upon the first Notice or Request of the said *B.* his Executors or Administrators in that Behalf, after the Date hereof, go on board, and sail, and proceed in and with such Ship or Vessel as the said *B.* shall provide and order for his Passage to *Arch.* aforesaid, **¶** and upon his Arrival there do and shall enter into the Service of the said *B.* or such other Person or Persons **¶** in *Russia*, as the said *B.* or his Agents or Correspondents there shall order and direct according to the true Intent and Meaning of the said recited Articles of Agreement: **(§)** And also if the said *A.* his Executors or Administrators shall truly repay, or cause to be paid unto the said *B.* his Executors or Assigns, the said Sum of — *l.* by him lent, as aforesaid; and for that Purpose shall deduct and allow, or permit and suffer the said *B.* his Executors or Assigns, to take, receive, stop and deduct the same out of the first (half Year's) Wages or Salary which shall grow and become due and payable by and from the said *B.* his Executors or Assigns, unto the said *A.* for or on Account of his Service aforesaid, by Virtue of the said recited Articles: Then, &c.

Another; the Person, whom he is to serve, being named (the other before not), and likewise the Trade.

² **W**HEREAS the above-bound *A.* by Articles of Agreement, bearing Date, &c. hath agreed with the above-named *B.* for the Considerations therein mentioned, upon Notice in that Behalf made or given by or from the said *B.* after the Date thereof, to go on board such Ship or Vessel as he shall appoint for his Passage, and proceed therewith to *Arch.* in *Russia*, and there do and perform all such Service and Business relating to the Art of a Shipwright, according to the best of his Skill, as shall be required of him by *C.* Merchant, or other the Correspondents or Assigns of the said *B.* for the Term of Two Years, to be accounted from his Entrance on board such Ship as shall be provided for his Passage as aforesaid; as thereby may appear: *And whereas, &c. as before. Now the Condition, &c. (as before, till)* Passage to Articles aforesaid, and there enter into the Service of the said *C.* according to the true Intent and Meaning of the said recited Articles of Agreement; and also if the said *A.* his Executors or Administrators, &c. *(as before, till)* out of the first half Year's Wages or Salary, which shall grow due and payable, for or on Account of his Service aforesaid: Then, &c.

Observation for N^o 1.

³ **I**N another of the Sort, N^o 1. there are these following Additions and Alterations put in at the following Marks; as at this **¶** [either at *Arch.* aforesaid, or any other Place or Places elsewhere, in the Dominions of the Emperor of *Russia*, as the said *B.*] *And this Recital for lending the Money, instead of the other [And whereas in Consideration of the said Service so to be performed by the said A. according to the true Meaning of the said recited Articles the said B. hath, at or before Sealing hereof, paid unto the said A. the said Sum of — of lawful, &c. in the said recited Articles mentioned: Now, &c.] And at this Mark ¶ [the Dangers of the Seas and Enemies excepted] And at this Mark D the same Words as Mark ¶; And this that follows at Mark (§) Or otherwise, if the said A. and the above-bound D. their Heirs, Executors or Administrators, or any of them do truly repay, or cause, &c. by him paid as aforesaid, within — Days after Demand thereof from the said A. and D. their Executors or Administrators, or either or any of them: Then, &c.*

To go on board, enter into his Czariſh Maſteſty's Service according to Articles, and ſerve as a Joiner, and to repay Money advanced, if he does not go; from the Perſon and another his Surety.

WHEREAS, &c. *(as above, till)* To continue in the Service of his Czariſh Maſteſty, and to perform the Work and Service of a Joiner, at and for the Wages or Salary therein mentioned, as by the ſaid Articles

Articles may appear: *And whereas* the said *B.* at the Request of the said *A.* hath at or before Sealing hereof advanced and paid unto the said *A.* the Sum of — *l.* in Part of the Monies which will become due for his Service, by Virtue of the said Articles, the Receipt whereof he doth hereby acknowledge: *Now the Condition, &c. (as in N^o 1. till)* And upon his Arrival there, shall enter into the Service of his *Czarish* Majesty, according to the true Meaning of the said recited Articles (unless he the said *A.* by the Order or Authority of his Majesty the King of *Great Britain* shall be forbid, or not permitted, or by Sickness or any other Casualty (Death excepted) shall not be able to go into the said Service); and if the said *A.* shall deduct, and allow, or permit and suffer the said *B.* his Executors, Administrators and Assigns, to stop, retain, deduct and keep the said Sum of — by him advanced and paid as aforesaid, out of the first Wages or Salary which shall become and grow due and payable to the said *A.* by Virtue of the said Articles, if he shall not be hindered from going into the said Service, as aforesaid; or otherwise, and in Case he shall be so hindered from going into, and performing the said Service; then if the said *A.* or the above-bound *D.* or either of them, their, or either of their Executors or Administrators, shall and do well and truly return and pay back, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — *l.* by him advanced and paid as aforesaid: Then, &c.

To go on board, enter into his Czarish Majesty's Service (as a Captain of one of his Ships) according to Articles, and to repay Money advanced, if he does not go. (From the Captain, and two Persons, his Sureties to the Czar's Chamberlain, or Agent.)

WHEREAS the above-bound *A.* &c. (*as before, till*) And upon his Arrival there to appear in his Majesty's Admiralty, and if he shall be approved of there, then to serve on board such Ship or Ships belonging to his said Majesty, in the Office or Post of a Captain, and at and for such Salary or Allowance as therein mentioned; and in Consideration of the said Service, the said *B.* hath on the Date hereof paid to the said *A.* the Sum of 10 *l.* for Entrance-Money; and the said *B.* hath thereby agreed to pay to the said *A.* the Sum of 10 *l.* Sterling *per* Month for his Subsistence from the Date of the said Articles, until his Arrival and Entrance into the said Service at *St. Petersburg*; and the said *A.* hath thereby covenanted with the said *B.* That if by her Majesty's Order or Authority he shall not be permitted to go into the said Service, or shall refuse or neglect, or by Sickness or other Casualty (Death excepted) shall not be able upon Notice from the said *B.* to go on board such Ship as the said *B.* shall order for his Passage as aforesaid, he the said *A.* will repay all such Monies which shall be so paid for his Subsistence, with all incident Charges relating to the Premises, as by the said recited Articles, Relation being thereunto had, may appear: *Now the Condition, &c.* That if by her Majesty's Order or Authority the said *A.* shall not be permitted to go into the said Service; or if the said *A.* shall refuse or neglect, or by Sickness or other Casualty (Death excepted) the said *A.* shall not be able, upon Notice from the said *B.* to go on board such Ship or Vessel as the said *B.* shall provide and order for his Passage

to *St. Petersburg*, as in the said Articles is mentioned: Then, and in either of the said Cases, if the said *A.* or the above-bound *C.* and *D.* or either, or any of them, their, either, or any of their Heirs, Executors or Administrators, shall and do well and truly return and repay, or cause to be paid unto the said *B.* or his Order, as well the said Sum of 10*l.* so paid to the said *A.* for Entrance-Money, as aforesaid, as also all such Sum and Sums of Money, which shall be paid to or for the said *A.* by or from the said *B.* for his the said *A.*'s Subsistence, as in the said Articles is mentioned; together with all such incident Charges and Expences which the said *B.* shall be at, in and about the Premises: Then, &c.

From a Surgeon of a Ship, and his Surety, to return a Month's Pay advanced, if not proceed the Voyage.

WHEREAS the above-bound *A.* hath agreed with the above-named *B.* to serve and go in and with the good Ship or Vessel, called the *Bon.* whereof *C.* is Commander, as Surgeon on board the said Ship, for and during her present intended Voyage to the Islands of *Barbadoes* and *St. Thomas*, and back again to *London*; and thereupon the said *B.* hath at the Request of the above-bound *A.* and *D.* paid and advanced to the said *A.* the Sum of — *l.* being one Month's Pay for his said intended Service, during the said Voyage: *Now the Condition, &c.* That if the said *A.* shall be on board, and sail and depart with the said Ship from *Gravesend*, on her said intended Voyage, or otherwise; and in Default thereof, if the said *A.* and *D.* or either of them, their or either of their Heirs, Executors or Administrators, shall truly repay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — *l.* so by him paid and advanced, as aforesaid; and in Case the said *A.* shall go the said Voyage: Then if he does allow and discount the said — *l.* out of his Wages or Pay, which shall become due for his Service on board the said Ship as Surgeon aforesaid: Then, &c.

To serve as a Mariner, and allow a Month's Pay advanced, out of his Wages.

WHEREAS the above-named *B.* Master or Commander of the good Ship or Vessel called the *S.* of the Burthen of — Tuns, or thereabouts; which said Ship and Master is now bound out on a Voyage from *London* to *F.* and from thence to *G.* and from thence back again to *London*, or some other Port in *Great Britain*: And whereas the above-bound *A.* hath entred himself as a Mariner on board the said Ship, to serve therein during the said whole Voyages, at the Wages or Salary of — *l.* per Month: And whereas the said *B.* hath advanced and lent before-hand unto the said *A.* the Sum of — *l.* of lawful, &c. to provide and furnish himself with Necessaries for the said Voyage: *Now the Condition, &c.* That if the said *A.* do and shall well, truly and faithfully serve as a Mariner in the said Ship, during the said whole Voyage (if he shall so long live) and during all that Time do and shall execute and perform (to the best of his Power) all

all the lawful Business and Commands of the said *B.* and do not or shall not desert or leave the said Ship or Service, until the said Voyage shall be fully ended: And if the said *A.* his Executors, Administrators or Assigns do and shall well and truly pay or allow out of such Wages as shall be justly due to him, or otherwise unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — *l.* so lent as aforesaid, at the Time of the first Payment of Wages to the Mariners of the said Ship: Then, &c.

To repay what Money shall appear to be overpaid for a Person's Service in Russia, and to indemnify.

WHEREAS the above-named *A.* hath on the Day of the Date above-written, at the Request of the above-bound *B.* paid unto him the said *B.* as Guardian to *C.* and *D.* Minors, Children of *E.* (who died at *Moscow*, in Parts beyond the Seas) and Administrator of the Goods and Chattels of the said *E.* for the Use and Benefit of the said Children, the Sum of — *l.* of lawful, &c. which the said *B.* claims or alledges to be due to the said *E.* unto and at the Time of his Decease, which happened on or about the, &c. for his Service in *Russia*, by Virtue of certain Articles of Agreement, bearing Date the, &c. made between the said *E.* by the Name of *E.* of, &c. of the one Part, and the said *A.* of the other Part, over and above the Sum of — *l.* which was paid by the said *A.* to the said *E.* or to his Attorney, on the, &c. on Account of his said Service; for which said Sum of — *l.* so paid to the said *B.* he the said *B.* hath given the said *A.* a Discharge, bearing even Date with these Presents: *Now the Condition, &c.* That if at any Time hereafter it shall appear to be certified by any Letter, Account or Writing, from or under the Hand of *F. Merchant in Russia, Brother of the said A.* that all or any Part of the said Sum of — *l.* so paid to him the said *B.* for the Wages or Salary by him alledged to be due to the said *E.* to the Time of his Decease, as aforesaid, is more than the Wages or Salary, due and owing to the said *E.* at the Time of his Decease, amounted to, over and above the said Sum of — *l.* so paid him, or to his Attorney, as aforesaid: Then and in such Case, if the said *B.* his Heirs, Executors or Administrators do and shall well and truly repay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, all, or so much of the said — *l.* to him paid as aforesaid, which by any such Letter, Writing or Account from or under the Hand of the said *F.* shall appear or be certified, is paid by the said *A.* more than the Wages or Salary due and owing to the said *E.* at the Time of his Decease, amounted to, over and above the Sum of — so paid as aforesaid; and also if the said *B.* his Heirs, &c. do and shall, &c. [The rest as a common Bond of Indemnity for Money paid.

Bond to pay Money quarterly, during the Life of the Obligee.

Vide p. 127.

1 **T**HE Condition, &c. That if the above-bound *A.* his Heirs, Executors and Administrators do and shall yearly, and every Year, for and during the natural Life of the above-named *B.* well and truly pay, or cause to be paid unto him the said *B.* and his Assigns, the yearly Sum of — of lawful, &c. by four equal Quaterly Payments, *viz.* on the first Day of *October*; on the first Day of *January*; the first Day of *April*, and the first Day of *July*, in every Year; the first Payment thereof to begin and be made on the first Day of *October* next ensuing the Date above-written: Then, &c. (*this Obligation to be void:*) But if Default shall happen to be made in Payment of the said yearly Sum of — *l.* or any Part thereof, as the same shall become due, and ought to be paid as aforesaid, contrary to the Form aforesaid, and true Meaning of these Presents: Then, &c. it shall stand in full Force and Virtue.

Bond to pay Interest of a Sum of Money to a Person for her Life, and the Principal, after her Decease, among Children.

2 **T**HE Condition, &c. That if the above-bound *A.* his Heirs, Executors or Administrators shall and do well and truly pay, or cause to be paid unto the above-named *B.* (the elder) to and for her own proper Use, for and during her natural Life, the growing Interest of the Sum of — *l.* herein after-mentioned, at and after the Rate of 5 *l. per Cent. per Ann.* of lawful, &c. on the — Day of — yearly and every Year, during the natural Life of the said *B.* (the elder) to be accounted from the — Day of this instant Month of —; and also if the said *A.* his Heirs, Executors or Administrators shall and do within 12 Months after the Decease of the said *B.* (the elder) well and truly pay, or cause to be paid unto *B.* (the younger) one of the Daughters of the said *B.* (the elder) the Sum of —, Part of the said Sum of —, and unto *C.* one other of the Daughters of the said *B.* (the elder) the Sum of — *l.* further Part of the said Sum of —, and unto *D.* one other of the Daughters of the said *B.* (the elder) the remaining — *l.* of the said Sum of — *l.* if the said *B. C.* and *D.* the Daughters of the said *B.* (the elder) shall be living at the Decease of their said Mother, and shall then be of the Age of 21 Years, or married respectively; and in Case either of them the said *B. C.* and *D.* the Daughters, shall happen to die in the Life-time of their said Mother;

This left out,
if required.

[And shall leave any Child or Children lawfully begotten her surviving: Then if the said *A.* his Heirs, Executors or Administrators shall and do pay or cause to be paid unto such Child or Children of her or them so dying, her or their Parts and Shares, of and in the said Sum of 3 — *l.* before-mentioned, at the Age of one and twenty, being a Son or Sons, or the like Age, or Marriage, being a Daughter or Daughters, unto the Executors or Administrators (of her or them, so dying and leaving such Child or Children so surviving) her or their Part and Share, of and in the said 3 — *l.* herein before-mentioned, to and for the Use of the Child or Children of her or them so dying respectively:

But if such of them so dying shall not leave any Child or Children her surviving] Then if the said *A.* his Heirs, Executors or Administrators shall and do truly pay, or cause to be paid, unto the Survivor or Survivors of them the said *B. C.* and *D.* the Daughters of the said *B.* (the elder) which shall be living at the Decease of her the said *B.* the Mother, the Part and Share of and in the said Sum of 3—*l.* of her or them which shall so die in the Lifetime of the Mother; and also if the said *A.* his Heirs, Executors or Administrators shall pay Interest after the said Rate of 5 *l. per Cent. per Ann.* for the said 3—*l.* from the Decease of the said *B.* the Mother, until the said Sum, and every Part thereof shall be payable and paid as aforesaid: Then, &c.

Bond to pay Money quarterly, during the Life of the Obligee, and a Bottle of Wine weekly; and in Case of his Decease before a certain Time, then to pay 50 l. to his Daughter.

3 **T**HE Condition, &c. is such, That if the above-bound *A. &c.* (as in N^o 1. till) next ensuing the Date above-written; and likewise shall and do weekly and every Week pay, during the natural Life of the said *B.* or to such other Person or Persons as he shall appoint, one Quart Bottle of the best Red Wine, the first Delivery thereof to be made on *Monday* the — Day of this instant Month of —, and on the *Monday* of every Week successively, during the natural Life of the said *B.* And in Case the said *B.* shall happen to depart this Life at any Time before the first Day of — now next ensuing, that then, if the said *A.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid, unto *C.* Daughter of the said *B.* within three Months after the Decease of the said *B.* the Sum of 50 *l.* of lawful, &c. Then this Obligation to be void; but if Default shall happen to be made in Payment of the said yearly Sum of 12 *l.* or Delivery of the said Wine, or in Payment of the said 50 *l.* in Case the same happens to become due and payable, or any of them, or any Part of them, or any of them, contrary to the Form aforesaid, and true Meaning of these Presents: Then it shall stand and remain in full Force and Virtue.

Bond to pay an Annuity during a Person's Life, given by Will.

Note; *A Person made his Will, and gave 100 l. to one in Trust, to pay an Annuity of 6 l. during another's Life; and desired by his said Will that he would give a Bond to the Person, to whom the Annuity was payable, to pay it.*

WHEREAS *A.* late of, &c. deceased, by his last Will and Testament in Writing, bearing Date, &c. (amongst other Legacies) gave to the above-named *B. C.* (by the Name of his Sister in Law *B.*) the yearly Sum of 6 *l.* of lawful, &c. to be paid her by his Son the above-bound *D.* by Quarterly Payments during her natural Life; the first Payment to be made at

at the End of one Quarter of a Year next after his Decease ; and he did in and by his said Will desire his said Son *D.* within two Months after his Decease to give to his said Sister a Bond or Obligation of the Penalty of—*l.* conditioned for Payment of the said Sum of 6 *l.* yearly to his said Sister during her natural Life ; and in Case he should seal such Bond, then the said *A.* the Testator gave to his said Son *D.* the Sum of — to be paid him by his Executors, and made his Grandson *E.* Executor of his said Will, as thereby, Relation, &c. *And whereas* the said *A.* shortly after departed this Life, and the said *E.* the Executor, named in the said Will, refused to take upon him the Execution thereof: *And whereas* Administration, with the Will annex'd of the said *A.* is since granted to *F.* the Widow and Relict of the said *A.* and she the said *F.* in Pursuance of the said Will of her said late Husband, on the Day of the Date hereof, paid unto the said *D.* the said Sum of 100 *l.* of lawful, &c. the Receipt whereof the said *D.* doth hereby acknowledge; and he the said *D.* hath accepted the same, and doth hereby agree in Consideration thereof, to pay unto the said *B.* the said Annuity or yearly Sum of 6 *l.* from the — Day of — next ensuing the Date hereof, for and during her natural Life, by equal Quarterly Payments: *Now therefore* the Condition, &c. That if the said *D.* his Heirs, Executors and Administrators, in Performance and according to the true Meaning of the said last Will and Testament of the said *A.* as aforesaid, do and shall well and truly pay, or cause to be paid unto the said *B.* and her Assigns, from the said — Day of — next ensuing the Date hereof, for and during the Term of her natural Life, the said Annuity or yearly Sum of 6 *l.* of lawful, &c. by equal quarterly Payments in the Year (that is to say) on the — Day of —, the — Day of —, &c. by equal Portions: Then, &c. But if Default shall happen to be made of or in Payment of the said Annuity, or any Part thereof, on any of the said several Days above-mentioned, contrary to the Form aforesaid, and true Meaning of these Presents: Then, &c.

Bond from a Person (in Trust) to an Executor, to pay a Sum of Money weekly to a Woman (under Covert) during her Life; given her by Will.

Note; *A Person gives 200 l. to one in Trust, to pay 4 s. per Week (as above) and the whole Sum and Interest after her Decease gave to him.*

WHEREAS the above-named *C.* by her last Will and Testament in Writing, bearing Date, &c. did (amongst other Things) give and bequeath unto the above-bound *A.* her Kinsman, his Executors and Administrators, the Sum of 200 *l.* of lawful, &c. upon Trust and to the Intent that he and they should thereout weekly, and on the *Monday* in every Week, during the natural Life of her Kinswoman *E.* Wife of *F.* pay to her the said *E.* the Sum of 4 *s.* of like Money, for her own particular Use and Maintenance, whether she should be Covert or Sole; and notwithstanding her present, or any other Coverture, and without any Intermeddling therein by her present, or any other Husband; and did thereby order, that the Receipts of the said *E.* should, notwithstanding her present or any other Coverture be a sufficient Discharge for the same; and gave the Residue of the said 200 *l.* and Interest thereof, after Payment of the said weekly Sum of 4 *s.* to the said

faid *E.* and the whole 200 *l.* and Interest after her Decease to the faid *A.* his Executors, Administrators and Assigns; and appointed the above-named *B.* Executor of her faid Will, and is since departed this Life: *And whereas* the faid *B.* hath duly proved the faid Will, and took upon himself the Execution thereof: *And whereas* the faid *B.* hath before the Day of the Date hereof paid to the faid *A.* the faid Sum of 200 *l.* so given and bequeathed to him by the faid Will of the faid *C.* as aforesaid; the Receipt whereof the faid *A.* doth hereby acknowledge: *And whereas* the faid *A.* hath paid to the faid *E.* Wife of the faid *F.* the faid weekly Sum of 4 *s.* to the — in Pursuance of the faid Will of the faid *C.* *Now the Condition, &c.* That if the faid *A.* his Executors and Administrators shall and do weekly, and on the *Monday* in every Week successively, during the natural Life of the aforesaid *E.* well and truly pay, or cause to be paid unto her the faid *E.* the faid Sum of 4 *s.* of lawful, &c. to and for her own particular Use and Maintenance whether she shall be Covert or Sole, and notwithstanding her present or any other Coverture, according to the true Intent and Meaning of the faid Will of the faid *A.* deceased: Then, &c.

From two Merchants, to pay Bills of Exchange, which two Factors shall draw on them, to the Value of — 1. being for certain Parcels of Hemp, by them laden on board several Ships by their Order and Use, &c.

THE Condition, &c. That if the above-bound *A.* his Heirs, Executors or Administrators, or any of them, shall and do accept all or any such Bill or Bills of Exchange, which are or shall be drawn by *B.* and *C.* Merchants at *Arch. in Russia*, on the faid *A.* for the Sum of — *l.* Sterling, or any Part or Parts thereof, for certain Parcels of Hemp by them shipt and laden by Order of the faid *A.* on board the several Ships hereafter mentioned; *viz.* — Tuns, more or less of Hemp on board the Ship *O. P.* Master, &c. (*so the rest*) in all — Tuns of Hemp, or thereabout, as such the faid Bill or Bills of Exchange shall be tendred or presented to or for the Acceptance of the faid *A.* his Executor or Administrators, or any of them; and also, if the faid *A.* and *D.* (*one bound with him*) their Heirs, Executors, Administrators or Assigns, or either, or any of them shall duly pay or cause to be paid all and every such Sum or Sums of Money, which shall be mentioned and contained in, and for which every or any such Bill or Bills of Exchange shall be drawn, for all or any Part or Parts of the faid — *l.* Sterling, at such Days or Times, and in such Manner as the same, and every of them respectively shall become due and payable, according to the Tenor of every or any such Bill or Bills of Exchange, and in full Discharge thereof and of every of them: Then, &c.

*From a Merchant, to pay what Money shall be advanced on
a Letter of Credit.*

WHEREAS the above-bound *A.* hath requested the above-named *B.* to furnish, supply, and pay unto *C.* or his Order in *Barbadoes* any Sum or Sums of Money not exceeding — Pieces of Eight, of 24 Blanquils each Piece of Eight: *And whereas* the said *B.* hath at the like Request of the said *A.* given an Order or Letter of Credit upon and directed to *D.* and Company at *Cadix*, bearing Date with these Presents, to furnish and pay unto the said *C.* or his Order any such Sum or Sums not exceeding — Pieces of Eight; and he the said *A.* hath agreed to pay to the said *B.* in *London* all such Sum or Sums of Money as shall by Virtue of the said Order or Letter of Credit be paid to the said *C.* or his Order, within — Days after the Date of any Bill or Bills of Exchange which shall be drawn by the said *C.* for Reimbursement thereof: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors or Administrators do and shall accordingly within the said — Days after the Date of any such Bill or Bills of Exchange, which shall be so drawn by the said *C.* well and truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns in *London*, so much Sterling Money as all such Sum or Sums of Money, which shall be so advanced and paid upon, or by Virtue of the said Order or Letter of Credit, given as aforesaid, and for which such Bill or Bills shall be so drawn as aforesaid, shall amount unto, not exceeding in the whole — Pieces of Eight, of 24 Blanquils to a Piece of Eight, as the Exchange from *Cadix* to *London* shall be on a Piece of Eight *Spanish* of Eight Ryals Plate, when such Bill or Bills of Exchange shall be so drawn: Then, &c.

*To pay back Money (paid on a Bill of Exchange) with Interest,
if no Advice from the Person that drew it, within a cer-
tain Time.*

WHEREAS the above-bound *A.* before the Day of the Date above-written presented unto the above-named *B.* for his Acceptance and Payment a Bill of Exchange, by him alledged to be drawn by *C.* (of the *Island of Jamaica*,) *Esq;* on the said *B.* dated at *St. Jago* in *Jamaica*, the — Day of — 1714. for the Sum of — *l.* Sterling, payable to the said *A.* or his Order, for Value received of *Mr. D.* as by the said Bill may appear: *And whereas* notwithstanding the said *B.* hath not received any Advice or Order from the said *C.* of or concerning the said Bill, or for the Payment thereof, yet he the said *B.* hath on the Day of the Date above-written, at the Instance and Request of the said *A.* paid unto the said *A.* the said Sum of — *l.* Sterling mentioned in the said Bill of Exchange upon the said *A.*'s Promise and Agreement to repay the said Sum with Interest, if the said *B.* shall not, within the Time here-under mentioned, receive some

Advice, Letter or Order from the said *C.* for the Payment of the said Sum of — *l.* in the said Bill mentioned for his own Account; for which said Sum of — the said *A.* hath given the said *B.* a Receipt on the said Bill: *Now the Condition, &c.* That if the said *B.* his Executors or Administrators shall not within the Time and Space of eight Kalendarly Months, from the Date above-written to be accounted, receive some Advice, Letter or Order, from and under the Hand of the said *C.* for the Payment of the said Sum of — *l.* in the said Bill mentioned, for and on Account of the said *C.* his Executors or Administrators: Then and in such Case, if the said *A.* his Heirs, Executors or Administrators shall and do within two Months after the Expiration of the said eight Months, to be accounted as aforesaid, well and truly repay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — so by him received on the said Bill as aforesaid, with Interest for the same, after the Rate of 6 *l.* per Cent. per Ann. from the Day of the Date above-written: Then, &c.

Bond to make good a Bill of Exchange, if not paid.

WHEREAS the above-bound *A.* on the Day of the Date hereof hath delivered and endorsed unto the above-named *B.* a Bill or Note dated *London, March* the —, 1709. under the Hand of *C.* for his Master *D.* promising to pay to the said *A.* or Order, — *l.* six Months after Date, as thereby may appear: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors or Administrators shall and do well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns the said Sum of — *l.* on the — Day of — next ensuing, in Case the said Sum of — *l.* shall not be then paid by the said *D.* to the said *B.* his Executors, Administrators or Assigns, according to the Tenor of the said Bill or Note: Then, &c.

To make good a Navy Bill, if not paid.

Bond to make good another, if not paid. Vide pag. 135.

WHEREAS the above-bound *A.* hath by a certain Writing or Assignment under his Hand and Seal, bearing the Date above-written, fold and assigned unto the above-named *B.* his Executors, Administrators or Assigns, a Bill signed, &c. dated at the Navy-Office, and received the, &c. N^o [—] for impresting unto the said *A.* the Sum of — *l.* in Pursuance of a Contract in serving *New England* Masts, &c. he being by the said Contract to have a Bill of Imprest for the said Sum, made out at the Sailing or going forth of each Ship, on Account of the Masts, Bowsprits, &c. he is to deliver on the said Contract; and it appearing to the said Commissioners by Certificate, That the Ship *C. D.* Master, sailed from *Chatham* on the said Voyage, which did entitle him thereto; and the said *A.* hath thereby impower'd the said *B.* as his Attorney irrevocable, to demand and receive the said Monies, due and to grow due on the said Bill to his own Use, as thereby may

appear: *Now the Condition, &c.* That in case the said Ship shall happen to be lost in her said Voyage and Service, and before the Accomplishment thereof; or that by or through any Default, Deficiency or Non-performance of the Contract with the said Commissioners, by and on the Part of the said *A.* or otherwise mentioned in, and which shall grow and become due on the said Bill, or any Part thereof, shall not be paid in Course, according to the Rules of the Navy, that then and in such Case, if he the said *A.* his Executors, Administrators or Assigns do and shall pay and make good unto the said *B.* his Executors, Administrators or Assigns, all such Money which shall become due and payable for Principal and Interest upon the said Bill, at the Time the same shall grow due, or ought to be paid according to the Rules of the Navy as aforesaid: Then, &c.

Bond to pay a Bill or Note of a Man's Hand, with Interest from the Date of the said Note.

A. & B. &c. tenet' C. &c.

WHEREAS the above-bound *A.* by Bill or Note under his Hand, dated *London* the — &c. hath promised to pay unto the above-bound *B.* or Order, on the, &c. — *l.* for Value received; which Bill or Note is on the Day of the Date above-written endorsed, and made payable by the said *B.* Value received, unto *C.* or Order, and is by the said *E.* on the Day of the Date above-written endorsed and made payable, Value received, to the above-named *C.* as thereby, Relation, &c. *Now the Condition, &c.* That if the said *A.* *B.* and *E.* or any of them, their, or any of their Heirs, Executors or Administrators shall truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — *l.* of lawful, &c. on the said — Day of — next ensuing the Date above-written, according to the Purport and Tenor of the said recited Bill or Note, and true Meaning of these Presents, together with Interest for the same, after the Rate of 6 *l.* per Cent. per Ann. of like lawful, &c. from the Day of the Date of the said recited Bill or Note: Then, &c.

Bond from two Persons jointly bound for Payment of each other's Bills (or Notes under their Hands) to another, being for Goods bought of him.

WHEREAS the above-bound *A.* did on or about the, &c. give a Bill or Note under his Hand, for the Sum of — *l.* payable to the above-named *C.* or his Order, at — Months after the Date thereof, and did then also give another Bill or Note under his Hand of the same Date, for the Sum of — *l.* more, payable to the said *C.* or Order at — Months after the Date thereof: *And whereas* the above-bound *B.* did on or about the said, &c. give a Bill or Note under his Hand for the Sum of — *l.* payable to the said *C.* at — Months after the Day of the Date thereof, and did then also give another Bill or Note under his Hand of the same Date for the Sum of — *l.* more, payable to the said *C.* or Order, at — Months after the Date thereof, as by the

the said several Bills or Notes, Relation being thereunto respectively had, may appear; which said several Notes were so given for Goods sold to the said *A.* and *B.* by the said *C.* And the said *A.* and *B.* have agreed to become jointly and severally bound by Obligation for the due Payment of all the said several Sums as aforesaid: *Now therefore* the Condition, &c. That if the said *A.* and *B.* their Heirs, Executors or Administrators respectively, or either, or any of them do and shall well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, all the said several Sums mentioned and expressed in and by the said several recited Bills and every of them, as the said several Sums shall thereby become and grow due, and ought to be paid according to the Purport and true Meaning of the said several Bills or Notes, and of these Presents: Then, &c.

From two Persons jointly bound for Payment of each other's Bills, or Notes of their Hands, which they gave to another Person for repaying the Money he had laid out in buying of Hemp for them.

WHEREAS the above-named *C.* at the Request and for the Account of the above-bound *A.* and *B.* did on or about the, &c. buy of *D.* and *Co.* — Bundles of Hemp, containing — *lb.* — *qr.* — *un.* Weight, at the Rate of — *s.* per *lb.* Weight, amounting to the Sum of — *l.* whereof the Sum of — *l.* is already paid; and the said *C.* hath at the Request of the said *A.* and *B.* given his Bills or Notes to the said *D.* and Company for the remaining Sum of — *l.* still owing for the said Hemp: *And whereas* the said *A.* and *B.* have had and received all the said — Bundles of Hemp, which they do hereby acknowledge, and for Payment of the said — *l.* remaining due and owing for the said Hemp, the said *A.* hath given five Bills or Notes under his Hand of the Date hereof, for the Sum of — *l.* being the one Half thereof payable to the said *C.* or Order, as hereafter mentioned, *viz.* one Note for — *l.* payable on the — Day of — next ensuing the Date above-written: One other for — *l.* payable on the, &c. next: One other, &c. payable on the, &c. then next following, &c. (*so the rest*) And the said *B.* hath likewise given five Bills or Notes under his Hand of the same Dates, with the Bills of the said *A.* for the Sum of — *l.* being the other Half Part of the said —, remaining due for the said Hemp, and payable to the said *C.* or Order, as followeth, *viz.* one Note for, &c. (*as the other*) as by the said several Bills or Notes, Relation, &c. *And whereas* the said *A.* and *B.* for the better Security of the said *C.* have agreed to become jointly and severally bound for the due Payments of the said several Sums in Manner as aforesaid: *Now the Condition, &c.* That if the said *A.* and *B.* their Heirs, Executors and Administrators respectively do and shall well and truly pay or cause to be paid unto the said *C.* his Executors, Administrators or Assigns the said several Sums of Money mentioned in, and payable by and upon the said several Bills or Notes by them respectively given as aforesaid on the said several Days and Times therein mentioned, and as the same shall become due according to the Tenor of the said respective Bills or Notes, as aforesaid: Then, &c. But if Default, &c. shall happen to be made in Payment of the said several Sums, or any of them, or any Part of them, or any of them, on the several Days of Payment thereof, as aforesaid, contrary to the Tenor thereof and true Meaning of these Presents: Then, &c.

Bond

Bond from two Merchants (at Newcastle) [that requested one in London to pay all such foreign Bills of Exchange as shall be drawn on them in London] to one in London, to repay him what foreign Bills he shall pay for them in London, with Interest, and they to pay him what Bills he shall draw on them at Newcastle.

WHEREAS the above-bound *A.* and *B.* have requested the above-named *C.* to accept and pay for them and upon their Account at *London* such foreign Bill or Bills of Exchange, as shall be drawn upon them, or either of them, or upon the said *C.* for or on their, or either of their Account: *Now the Condition, &c.* That if they the said *A.* and *B.* their Heirs, Executors or Administrators, or either, or any of them do and shall from Time to Time and at all Times hereafter, reimburse and fully pay and satisfy to the said *C.* his Executors or Administrators in *London*, or otherwise shall accept and duly pay to his or their Order at *Newcastle*, such Bill or Bills of Exchange as he the said *C.* shall from Time to Time draw and charge on the said *A.* and *B.* their Executors or Administrators, or either, or any of them, for all or any such Sum or Sums of Money which he the said *C.* shall from Time to Time advance, pay and disburse as well for Payments and Discharge of any such Bill or Bills of Exchange, for and on Account of the said *A.* and *B.* or either of them; as also what he shall otherwise credit them, together with the Charge or Allowance for drawing such Bill or Bills of Exchange upon them, or either of them at *Newcastle*, as the Exchange shall then govern, or upon the best Terms such Money can be procured and remitted upon such Bills drawn on them, or either of them; and likewise Interest, after the Rate of *6 s. per Cent. per Ann.* for all or any such Sum or Sums of Money as the said *C.* shall so from Time to Time pay or be in Disburse for or upon Account of, or what he shall otherwise credit them, or either of them, as aforesaid, until he and they shall be actually fully repaid and satisfied all such Sum and Sums of Money: Then, &c.

To pay Money with Interest owing on Account.

WHEREAS the above-bound *A.* on the Day of the Date above-written, oweth and is justly indebted to the above-named *B.* the Sum of — *l.* of lawful, &c. for Goods and Merchandizes at several Times, before the Day of the Date hereof sold by the said *B.* to the said *A.* and by him or his Order shipt for *New England*, which is hereby acknowledged by the said *A.* and as by an Account thereof on the Day of the Date hereof stated and settled between him and the said *B.* and signed and allowed of by the said *A.* may appear: *Now, &c.* That if the above-bound *A.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns in *London*, the said Sum of — *l.* with Interest for the same, after the Rate of *6 per Cent. per Ann.* of lawful, &c. on the, &c. Then this Obligation, together with two other Obligations of the Date above-written, and in the like Sum or Penalty as above-mentioned, with Conditions respectively of the same Tenor with the

these Presents, and for the same Debt, to be void, or else to remain in full Force and Virtue.

Bond to make good another Bond assigned, if not paid.

WHEREAS *A.* of, &c. by Obligation under his Hand and Seal, bearing Date, &c. stands bound unto the above-bound *B.* in the Sum or Penalty of—*l.* of lawful, &c. conditioned to be void on Payment of the Sum of —*l.* of like Money, unto the said *B.* his Executors, Administrators or Assigns, on the, &c. next ensuing the Date hereof: *And whereas* the said *B.* by Writing under his Hand and Seal, bearing Date with these Presents, in Consideration of the Sum of —*l.* paid him by the said *C.* hath assigned the said Bond and Money therein mentioned, and thereon to grow due, and all his Right, Benefit of Action, Property and Demand in and to the same, unto the said *C.* his Executors, Administrators and Assigns, to his and their own Use and Uses; and hath thereby empower'd him and them to receive the same accordingly, as by the said recited Bond and Writing or Assignment, Relation, &c. *And whereas* before and at the Time of executing the said recited Writing it was agreed between the said Parties, that the said *B.* was to pay and make good, and accordingly he agrees to pay and make good the said Sum of—*l.* mentioned in, and to grow due according to the Condition of the said recited Obligation, with all further Interest and Charges for the same, in case the said Sum shall not be duly paid by the said *A.* his Heirs, Executors or Administrators, at the Time when the same shall become due, and ought to be paid as aforesaid, notwithstanding the said Assignment thereof, as aforesaid: *Now therefore* the Condition, &c. That if the said *B.* his Heirs, Executors or Administrators shall and do accordingly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of—*l.* and all further Interest and Charges thereof, in case the same be not duly paid by the said *A.* his Heirs, Executors or Administrators, on the said, &c. according to and in Discharge of the Condition of the said recited Obligation, he the said *C.* his Executors or Assigns, upon such Payment thereof, reassigning and delivering back the said Obligation from the said *A.* to the said *B.* safe and uncanceled, to be by him and them had and received to his and their own Use, for and notwithstanding any wilful Act by him or them to be done to the Contrary: Then, &c.

Bond to pay Money owing on Bond, if another Person does not.

WHEREAS, &c. [*Recite a common Bond, to pay Money from A. and B. to C. then after (may appear) this,*] Which said principal Sum —*l.* remains unpaid, and is still due and owing to the said *C.* but the Interest for the same is paid to the Date hereof: *And whereas* the said *A.* is since deceased, and the above-bound *D.* her Daughter, hath agreed to pay the said —*l.* with Interest for the same on the, &c. if the said Sum be not paid in the mean Time by the said *B.* his Heirs, Executors or Administrators: *Now therefore* the Condition, &c. That if the said *D.* her Heirs, Executors or Administrators do and shall pay, or cause to be paid, unto the said *C.* his Executors

cutors, Administrators or Assigns, the said Sum of—*l.* with lawful Interest for the same, on the said, &c. if the same be not then, or in the mean Time paid and satisfied by the said *B.* his Heirs, Executors or Administrators: Then, &c.

To make good Money lent upon an Assignment, if not paid out of the Money that will become due upon Bond of Bottomry, and Bill of Sale of Part of a Ship.

WHEREAS, &c. [*First recite a common Bond of Bottomry; then recite a Bill of Sale of —Part of a Ship (from the same Person as the Bond) as far as the Habend'.]* To hold unto the said *B.* his Executor and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels for ever; which said recited Bill of Sale, in and by a certain Writing or Deafeance under the Hand and Seal of the said *B.* is declared to be made only for Security of the said Monies to grow due upon the said recited Obligation, as aforesaid, as by the said recited Obligation, Bill of Sale and Deafeance, Relation being thereunto respectively had, &c. *And whereas* the said *B.* by a certain Writing or Assignment, bearing even Date herewith, for the Consideration of—*l.* paid him by the above-named *C.* hath granted, sold, assigned and set over unto the said *C.* the said recited Obligation and Monies thereupon to grow due and payable, and the said recited Bill of Sale, and —Part of the said Ship with her Appurtenances, to have, hold and receive the same unto and by the said *C.*'s Executors, Administrators and Assigns, to his and their own Use and Uses, as by the said recited Writing or Assignment, Relation, &c. also had, &c. *Now the Condition, &c.* That if the said *B.* his Heirs, Executors, Administrators or Assigns do and shall well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, all such Money as shall grow and become due and payable, according to the Condition of the said recited Obligation, in case the same be not duly paid at the Time and in Manner as therein is mentioned, or by and out of the said —Part of the said Ship, with her Appurtenances, according to the Intent and true Meaning of the said recited Bond and Bill of Sale: Then, &c.

Bond from a Grandmother, in Consideration of a Sum of Money, to bring up and educate two of her Grand-children.

Two bound to one.

WHEREAS *D.* Wife of *E.* of, &c. and Grand-mother of *F.* and *G.* Children of *H.* late, &c. deceased, and *I.* his Wife, as well for the Love and Affection which she beareth to her said Grand-children, as in Consideration of the Sum of—*l.* to her in Hand paid by the above-named *C.* and of the further Sum of —*l.* to be paid by the said *C.* as here-under is mentioned, hath agreed to take and provide for the said *F.* and *G.* and to discharge the said *I.* their Mother, and the said *C.* therefrom: And the above-bound *A.* and *B.* are contented and have agreed to become bound for the said *D.*'s Performance of the said Agreement: *Now the Condition, &c.* That if the said *D.* shall and do from Time to Time bear and pay the Charges

of Education and Bringing up the said *F.* and *G.* and find and provide them with wearing Apparel of all Sorts, Diet, Lodging, and all other Necessaries; and thereof, and therefrom, and from all Costs, Charges, Expences, Troubles and Damages, for or by Reason thereof, shall and do at all Times hereafter discharge, save and keep harmless and indemnified as well the said *I.* the Mother of the said Children, and the said *C.* their Executors and Administrators, and every of them, as all other Person or Persons which are or shall, or may be charged or chargeable with, for or concerning the said *F.* and *G.* the Children, or either of them; he the said *C.* his Executors or Administrators paying to the said *D.* the said further Sum of — *l.* over and above the said — *l.* paid at Sealing hereof, as aforesaid, in Manner following, *viz.* — *l.* Part thereof on the —, which will be in the Year of our Lord —, and — *l.* Residue thereof on the —, which will be in the Year of our Lord 17 —, which the said *C.* doth hereby agree to pay accordingly: Then, &c.

Bond from a Person that was impowered by a Letter of Attorney to the Person that impowered him, that he will not compound or abate any of the Debts owing by two Persons excepted against in the Letter of Attorney.

WHEREAS the above-named *B.* by Writing or Letter of Attorney under his Hand and Seal bearing the Date above-written, hath made, ordained, and in his Place and Stead put and constituted the above-bound *A.* to be his true and lawful Attorney in his Name, and for his Use, to demand, levy, sue for, recover and receive, all, every and any such Debts, Dues, Sum and Sums of Money, Goods and Effects whatsoever, which now are, and which at any Time hereafter shall become and grow due and payable to the said *B.* from all, every and any Person or Persons whatsoever in *E.* above-mentioned, *N.* or elsewhere by Bond, Bill, Book, or upon Account of Trading or Dealing, and upon any other Account, and by any other Ways or Means whatsoever; and if Need be to compound or agree for all or any of the said Debts, Sums of Money, Goods and Effects, or any Part thereof, as he the said *A.* shall see Occasion and think fit (other than and except for the Debts owing to the said *B.* by *D.* now or late of, &c. and *F.* now or late of, &c. of or for which said Debts owing by the said *D.* and *F.* or either of them the said *B.* hath thereby ordered, no Composition or Abatement shall be made by Virtue of the said Letter of Attorney) and upon Receipt or Recovery of all or any such Debts, Dues, Sum and Sums of Money, Goods and Effects, or any Part thereof, to give sufficient Discharges for the same, as by the said recited Writing or Letter of Attorney, Relation, &c. Now the Condition, &c. That if the said *A.* shall not and do not at any Time hereafter compound or agree for, or make any Manner of Composition, Allowance, Deduction or Abatement whatsoever, of, in, for or out of the principal Money and Interest thereof, or any Part thereof, which by the Account delivered, or which shall be delivered to him the said *A.* by the said *B.* shall appear to be due and owing by and from the said *D.* and *F.* or either of them, unless by any other or farther Power, Authority or Order in Writing, under the Hand and Seal of the said

T

B.

B. his Executors, Administrators or Assigns for that Purpose, the said *A.* shall be empower'd, ordered or allowed to compound, agree for, and make any such Composition, Deduction or Abatement in or for the said Debts owing by and from the said *D.* and *F.* or either of them: And also if the said *A.* shall not nor do any ways release or discharge the said Debts so due and owing, by and from the said *D.* and *F.* or either of them, or any Action, Suit, Process or Proceeding at Law or in Equity, for Recovery or Receipt thereof, or of either of the said Debts, or any Part thereof, until he the said *A.* shall have actually received the full Monies so due and owing by and from the said *D.* and *F.* their Executors or Administrators respectively, or such Part or Parts of the said Debts, or either of them, which the said *B.* his Executors, Administrators or Assigns, shall so as aforesaid direct, order and empower the said *A.* to accept and take for the said Debts, or either of them, in case the said *B.* his Executors, Administrators or Assigns shall give any such further and other Power, Order, Direction and Authority to the said *A.* to compound for, or make any Abatement or Allowance of or for the said Debts: Then, &c.

To surrender Copyhold Lands, and for quiet Enjoyment in the mean Time.

WHEREAS the above-bound *A.* doth claim as Heir at Law to his Brother *B.* deceased, a certain Parcel of Copyhold Land, held of the Manor of *C.* containing about — Acres, be the same more or less, situated, &c. which said Parcel of Land, the said *B.* deceased, in and by his last Will and Testament did give, devise and bequeath unto the said *D.* and his Heirs; but it doth not appear by the Court-Rolls of the said Manor of *C.* that the said *B.* was ever admitted to the same, and therefore the Devise above-mentioned was ineffectual: *And whereas* the said *D.* hath agreed with the said *A.* and purchased of him the said Parcel of Copyhold Land, and hath paid him for the same the Sum of — *l.* on the Day of the Date of these Presents; but there being no publick Courts held for the said Manor, and the said *A.* also not being admitted to the same, he cannot surrender the same unto the said *D.* and his Heirs, as was intended: *Now the Condition, &c.* That if the above-bound *A.* and *E.* his Son, or one of them, or their, some, or one of their Heirs do and shall at the Request, Cost and Charges of the said *D.* his Heirs and Assigns be admitted to the said Parcel of Land at any Time hereafter, when the said *D.* his Heirs or Assigns shall require the same, and immediately on such Admittance do surrender the same unto the said *D.* his Heirs and Assigns in Fee-simple, according to the Custom of the said Manor, and until such Admittance shall be, do and shall permit and suffer the said *D.* his Heirs and Assigns, to have, hold and enjoy the said Parcel of Copyhold Land, and to have, receive and take the Rents, Issues and Profits thereof, without the Molestation or Disturbance, Let, Hindrance or Denial of the said *A.* and *E.* his Son, or either of them, their, either, or any of their Heirs or Assigns, or any Person or Persons, claiming or to claim by, from or under them, either or any of them; Then, &c.

That an Owner of Part of a Ship shall execute a Bill of Sale thereof, and for Enjoyment in the mean Time.

A. bound to B.

WHEREAS *C.* of, &c. Owner of one full Quarter or fourth Part of and in all that good Ship or Vessel called the *D.* Burthen about — Tuns, now —, whereof *E.* now is Master: *F.* of, &c. Owner of one other Quarter, or fourth Part of the said Ship, the above-bound *A.* Owner of one other Quarter or fourth Part of the said Ship; *G.* of, &c. Owner of one eighth Part of the said Ship, by a certain Writing or Bill of Sale, bearing the Date above-written, in Consideration of the full Parts of the Sum of — *l.* in Proportion to the respective Parts of the said Ship, whereof they are therein declared to be Owners, paid them by the said *B.* Have granted and sold to the said *B.* the several Parts and Shares of and in the said Ship, whereof they are Owners, as aforesaid; and of all and singular the Masts, Sails, Sail-yards, Anchors, Cables, Boats, Oars, and other the Appurtenances to the said Ship belonging, to hold unto the said *B.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels, from henceforth for ever, as thereby, Relation, &c. And whereas *H.* and *I.* of *New England*, Merchants, are Owners of the other eighth Part of the said Ship, and are made Parties to the said recited Bill of Sale; but being absent from *London*, the said *A.* hath undertaken and agreed with the said *B.* that they shall duly execute the said recited Bill of Sale, or otherwise, by some other Deed or Writing sufficiently convey the said eighth Part of and in the said Ship, with her Appurtenances, unto the said *B.* and thereupon the said *B.* hath paid unto the said *A.* the Sum of — *l.* being the full Sum which the said eighth Part of the said *H.* and *I.* of and in the said Sum of — *l.* the Purchase-Money for the said Ship amounts unto: Now the Condition, &c. That if the said *H.* and *I.* their Executors or Administrators shall and do within — after the Date above-written, duly sign, seal and execute the said recited Writing or Bill of Sale of the said eighth Part of the said Ship, to the said *B.* as aforesaid, or otherwise by some other Deed or Writing duly executed, sufficiently convey and assure the said eighth Part of and in the said Ship, with her Appurtenances, in and by the said recited Bill of Sale intended to be sold unto the said *B.* his Executors, Administrators or Assigns, as by him, or them, or his, or their Counsel shall be reasonably advised and required: And if in the mean Time, and until the said eighth Part of the said *H.* and *I.* of and in the said Ship, with her Appurtenances, shall be so sufficiently and actually sold and conveyed, as aforesaid, the said *B.* his Executors, Administrators and Assigns shall and do peaceably and quietly have, hold and enjoy the said eighth Part of and in the said Ship or Vessel, with her Appurtenances belonging to, and whereof the said *H.* and *I.* are Owners, without any Let, Suit, Trouble, Denial or Interruption of or by them the said *H.* and *I.* their Executors, Administrators or Assigns, or any other Person or Persons whatsoever: Then, &c.

Bond from Churchwardens for Performance of their Office.

A. Guardian' Ecclesie de Paroch' Sancte K. C. Lond' & B. Civem, &c.
 tener' C. & D. Mercator' Parochianis de Paroch' predict' in
 100 l. &c.

WHEREAS the above-bound *A.* is elected upper Churchwarden for the above-mentioned Parish of St. *K. C.* for this present Year of our Lord 171—. *Now the Condition, &c.* That if the said *A.* his Executors or Administrators, at the Expiration of his said Office do and shall make, render and deliver, or cause to be made, rendred and delivered to the Parishioners of the said Parish, or such of them as shall be in that Behalf appointed by the Order of the Vestry for the said Parish, a just and true Account in Writing of all such Sum and Sums of Money, Plate, Goods and other Things, of or belonging to the said Parish or Parish-Church, which during the Time of his Office aforesaid shall be received by, or shall come to his Hands, Custody or Possession; and likewise of all such Sum and Sums of Money as he shall pay and disburse for or on Account of the said Parish to any Person or Persons whatsoever; and also, if the said *A.* his Executors or Administrators at the Expiration of his Office do and shall well and truly pay and deliver, or cause to be paid and delivered, to such Person or Persons as shall in that Behalf be appointed as aforesaid, to and for the Use of the said Parish, all such Sum and Sums of Money, as upon making up such Accounts shall appear to be remaining due to the said Parish; and shall then likewise deliver up all such Plate and other Goods and Things of and belonging to the said Parish or Parish-Church, which during his said Office shall be received, or come to his Hands, Custody or Possession: Then, &c.

To pay Money and perform Covenants in a Release or Mortgage.

THE Condition, &c. That if the above-bound *A.* his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns, the Sum of — l. of lawful, &c. on the, &c. next ensuing the Date above-written, according to a Proviso contained in certain Indentures of *Release* or Mortgage, bearing the Date above-written, made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part; and also if the said *A.* his Heirs, Executors, Administrators and Assigns do and shall well and truly observe, perform, fulfill and keep all and singular the Covenants, Grants, Clauses and Agreements in the said Indentures of *Release* or Mortgage mentioned and contained; which on the Part and Behalf of the said *A.* his Executors, Administrators or Assigns are and ought to be observed, performed, fulfilled and kept; and that in and by all Things, according to the Purport, Intent and true Meaning of the said Indentures: Then, &c.

To pay Money quarterly according to, and perform Covenants in a Defeasance, and an Assignment.

THE Condition, &c. is such, That if the above-bound *A.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall yearly and every Year, for and during the Term and Space of — Years, from the Feast-Day of, &c. next ensuing the Date hereof to be accounted, well and truly pay, or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns, at the now dwelling House of the said *B.* at, &c. the full yearly Sum of — *l.* of lawful, &c. by equal quarterly Payments on the four most usual Feasts or Quarter-days in the Year; (that is to say) The Feasts of, &c. the first Payment thereof to begin and to be made on the Feast-Day of, &c. next ensuing the Date above-written, according to a Covenant for that Purpose, contained in certain Indentures of Defeasance, bearing the Date above-written, made, or mentioned to be made between the said *B.* of the one Part, and the said *A.* of the other Part; and also if the said *A.* his Executors, Administrators and Assigns do and shall well and truly observe, perform, fulfill and keep all and singular other the Covenants, Grants, Clauses, Proviso's and Agreements, contained and mentioned as well in the said recited Indentures of Defeasance, as also in certain Indentures of Assignments, bearing also the Date above-written, made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part; which on the Part and Behalf of the said *A.* his Executors, Administrators or Assigns are and ought to be observed, fulfilled and kept; and that in and by all Things, according to the Purport, Intent and true Meaning of the said recited Indentures: Then, &c.

To pay Money, and perform Covenants in Indentures of Release and Defeasance.

THE Condition, &c. That if the above-bound *A.* and *B.* or either of them, their, or either of their Executors, &c. do and shall well and truly pay, or cause to be paid unto the above-named *C.* his, &c. the Sum of — *l.* of lawful, &c. in Manner following (that is to say) — *l.* Part thereof, on the, &c. next ensuing the Date above-written, and — *l.* Residue, and in full Payments thereof on the, &c. which will be, &c. according to a certain Covenant contained in certain Indentures of Defeasance, bearing the Date above-written, made or mentioned to be made between the said *C.* and — of the one Part, and the said *A.* and *B.* of the other Part; and also if the above-bound *A.* and *B.* their Heirs, &c. do and shall well and truly observe, perform, fulfil and keep all and singular the Covenants, Grants, Clauses and Agreements contained and mentioned in certain Indentures of Release, bearing the Date above-written, made, or mentioned to be made between the said *A.* and — *his Wife*, and *B.* of the one Part, and the said *C.* of the other Part, and likewise the said recited Indentures of Defeasance, which on the Part and Behalf of the said *A.* and *B.* their Heirs, &c. are and ought to be, &c. (*as before*) according to the Purport, Intent and true Meaning of the said recited Indentures of Release and Defeasance: Then, &c.

To perform Covenants in a Lease when executed, and to lay out Money in Repairs.

WHEREAS the above-named *B.* hath agreed to let unto the above-bound *A.* a Messuage or Tenement, &c. situated, &c. for the Term of — Years, from the Feast-Day of, &c. at and for the yearly Rent of — *l.* payable quaterly, and a Lease of the said Premises for the Term and at the Rent aforesaid, and Counter-part thereof is prepared and agreed to be executed by and between them the said *B.* and *A.* And the said *B.* hath further agreed to allow, lay out and bestow the Sum of — *l.* for and towards the Repairing of the said demised House and Premises, and making and repairing the Fences thereof, which the said *A.* hath agreed, and doth hereby agree and undertake to make and do for the said — *l.* so and in such Manner as *C.* of, &c. shall direct: *Now the Condition, &c.* That if the said *A.* his Executors, Administrators and Assigns shall accordingly make and do all such Reparations and Fences in and about the said demised Premises for laying out the said — *l.* so and in such Manner as the said *C.* shall direct; and also if the said *A.* his Executors, Administrators and Assigns shall and do, when the said intended Lease shall be executed by the said *B.* his Heirs or Assigns, well and truly pay, perform, fulfil, observe and keep the Rent, and all the Covenants, Clauses, Articles and Agreements in the said intended Lease to be contained, which on the Part and Behalf of the said *A.* his Executors, Administrators and Assigns, shall and ought to be paid, performed, fulfilled and kept; and that in and by all Things, according to the true Meaning of the said Indenture of Lease, when executed as aforesaid: Then, &c. [Drawn by R. B.]

To leave so much Stock of Cattle upon Land, sufficient to pay and satisfy so much Money lent, on sealing a Lease, at the Expiration thereof.

WHEREAS the above-named *B.* hath by Indentures of Lease, bearing the Date above-written, let unto the above-bound *A.* a Messuage or Farm, &c. to hold the said Farm and Lands unto the said *A.* his Executors, Administrators and Assigns, from *Michaelmas* next ensuing the Date of the said recited Lease, for the Term of — Years, and fully to be compleat and ended: *And whereas* the said *B.* hath at or before Sealing and Delivery of these Presents, according to an Agreement in that Behalf, between the said Parties, paid and lent unto the said *A.* the Sum of — *l.* of lawful, &c. and hath further delivered unto the said *A.* Cattle or Beasts to his Content, for the Stocking of the said Farm, to the Value of — *l.* more of like Money, the Receipt of which said Money and Stock of Beasts or Cattle, the said *A.* doth hereby acknowledge: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors, Administrators or Assigns shall and do at the End and Expiration, or other sooner Determination of the said Term of — Years, mentioned in the said recited Lease, which shall first happen, well and truly pay, or cause to be paid unto the said *B.* his, &c. the Sum of — *l.* in lawful, &c. or shall and do then leave and deliver

liver unto or for the said *B.* his, &c. in or upon the said Premises, such and so many Beasts or Cattle, which according to the Judgments or Appraisements of two indifferent Persons, for that Purpose to be chosen by the said Parties, shall amount unto the said Sum of — *l.* Then, &c.

To perform Covenants in a Partnership.

THE Condition, &c. That if the above-bound *A.* his Executors, Administrators and Assigns do and shall in and by all Things well and truly observe, &c. mentioned and contained in certain Indentures or Covenants of Partnership, bearing, &c. made or mentioned, &c. which on the Part and Behalf of the said *A.* his, &c. are and ought to be, &c. And that in and by all Things, according, &c. recited Indentures or Covenants of Partnership: Then, &c.

To execute an Assignment of a Lease.

A. B. tenet' C.

WHEREAS the above-bound *A.* in Consideration of the Sum of — *l.* to him in Hand paid at or before Sealing and Delivery of these Presents, by the above-named *C.* the Receipt whereof the said *A.* doth hereby acknowledge; and of the further Sum of — *l.* to be paid him by the said *C.* upon executing the Conveyance or Assignment of the Premises as here-under is mentioned, He the said *A.* hath agreed, and doth hereby agree with the said *C.* that he the said *A.* and *D.* his Wife, and all others, claiming or to claim under or in Trust for them, shall and will at the Cost and Charges of the said *A.* on or before the, &c. next ensuing the Date above-written, sell, assign and assure unto the said *C.* his Executors, Administrators and Assigns, all that Messuage or Tenement, &c. and all their Term of Years therein to come from *Lady-Day* last, being — Years, which was granted and assigned from *E.* unto *F.* by Indenture bearing Date, &c. and by him assigned to the said *A.* and *D.* his Wife: *Now the Condition, &c.* That if the said *A.* and *D.* his Wife, their Executors, Administrators and Assigns, and all others lawfully claiming, by, from, under or in Trust for them or either of them, shall and do on or before the said, &c. next ensuing the Date hereof, at the dwelling House of *R. B.* Scrivener in, &c. accordingly sell, assign and assure unto the said *C.* his Executors, Administrators or Assigns, the said Messuage or Tenement, Yard and Premises, with the Appurtenances so agreed to be sold and assigned as aforesaid; and all the Estate, Right, Title, Claim and Demand in Law and Equity of the said *A.* and *D.* his Wife, or any others in Trust for them, or either of them, of, in or to the said Premises, in such Manner as the Counsel of the said *C.* shall advise, be the said *C.* upon executing the said Assignment, paying the said — *l.* remaining to be paid for the full Purchase of the said Premises: Then, &c.

Drawn by R. B.

To

To pay the Consideration-Money back again, if the Assignee be molested or turned out of a Stall or Standing in a Market.

WHEREAS the above-bound *A.* hath for the Consideration of — *l.* paid him by the above-named *B.* assigned over unto him the said *B.* a Stall or Standing in *Leaden-Hall Market, London: Now the Condition, &c.* That if the said *B.* shall duly pay his Rent, and shall notwithstanding at any Time or Times hereafter be molested or disturbed by the Farmers of the said Market, in the Possession of the said Stall or Standing, or put out of the same: Then if the said *A.* his Executors, Administrators or Assigns, do and shall immediately, upon Notice thereof given unto him by the said *B.* his Executors or Administrators, well and truly repay unto him the said *B.* his Executors or Administrators, the said Sum of — *l.* paid him for the said Stall as aforesaid, he the said *B.* at the same Time re-assigning over unto the said *A.* the said Stall or Standing, and all his Right and Title thereunto: Then, &c.

Bond to leave Wainscot, &c. in a House at the End of a Lease as it was at the Time of letting the Lease.

WHEREAS the above-named *B.* by Indenture of Lease under his Hand and Seal, bearing the Date above-written, hath let unto the above-bound *A.* all that Messuage, &c. for the Term of — Years from *Midsummer* now last at the yearly Rent therein mentioned: *And whereas* in and by a Schedule annex'd to the said recited Lease is contained and mentioned as followeth; *viz.* In the Parlour, the same wainscoted all round to the Top, with right Wainscot; eight Leaves of right Wainscot Window-Shutters, two iron Casements, 20 iron Bars, &c. (*with several others named in the same Room*) which with other Things mentioned in the said Schedule, the said *A.* hath in and by the said Lease covenanted to leave and yield up unto the said *B.* together with the said Messuage, at the End of the said Term of — Years, or other sooner Determination of the said Lease, in as good Case, Repair and Condition as the same now are and be (reasonable Use and Wearing thereof in the mean Time only excepted): *Now the Condition, &c.* That if the said *A.* his Executors, Administrators or Assigns, or some of them, shall and do at the End and Expiration, or other sooner Determination of the said Term of — Years, by the said recited Indentures of Lease granted, leave and deliver up unto the said *B.* his Executors, Administrators or Assigns, the said Parlour with all the Wainscot and other Things, fix'd, made and being in and about the same, as herein before, and as in the said Schedule is mentioned, according to the Purport and true Meaning of the said recited Indentures of Lease, and the said *A.*'s express Covenant therein in that Behalf contained: And if the said *A.* his Executors, Administrators and Assigns shall then also make good, set up and leave the two Partitions which now inclose the said Parlour and Warehouse from the Passage lying between them, as they are now standing and made, in case the said *A.* his Executors, Administrators or Assigns shall remove or take down both or either of the said Partitions, during the said Term: Then, &c.

From a Master, that in Consideration of a Sum of Money paid him at Sealing, to teach his Apprentice his Trade, during the Term of three Years and one Month, which he shall stay with him; and that he may have the Liberty to depart from his Master at the End of that Term.

WHEREAS the above-named *A.* hath at or before Sealing and Delivery hereof paid unto the above-bound *B.* the Sum of — *l.* of lawful, &c. the Receipt whereof the said *B.* doth hereby acknowledge, and thereof, &c. in Consideration whereof the said *B.* hath agreed with the said *A.* to take his Son *C.* as his Apprentice for the Term of three Years and one Month, from the Day of the Date above-written to be accounted, and to teach him the Art of a Wine-Cooper, which he now useth, and to provide him with all Necessaries during the said Term; *Now therefore* the Condition, &c. That if the said *B.* do and shall during the said Term of three Years and one Month teach and instruct the said *C. the Son*, or cause him, &c. in his said Art and Trade of a Wine-Cooper, which he now useth, by the best Means he can; and shall likewise during the said Term find and provide unto and for the said *C. the Son*, good and sufficient Meat, Drink, Washing, Lodging, and all other Necessaries, during the said Term, (wearing Apparel excepted) and at the End and Expiration of the said three Years and one Month fully permit and suffer the said *C. the Apprentice*, to depart from and leave his said Service, according to the true Meaning of the said Parties and of these Presents: Then, &c.

From a Master, that an Apprentice may leave him at the End of the first four Years of his Indentures, and trade for himself, and to protect him, and to make him free.

WHEREAS *A.* Son of the above-named *A. B.* by his Indentures of Apprenticeship, bearing the Date above-written, hath bound himself Apprentice unto the above-bound *C.* for the Term of seven Years from the Date thereof, as thereby, Relation, &c. And whereas it was agreed between the said *C.* and *A. B.* before and at Sealing of the said Indentures of Apprenticeship, that the said *A.* the Apprentice is to have the Liberty, and may freely depart from and leave the Service of the said *C.* at the End of the first four Years and one Month of the said Term of seven Years, and to use and imploy the remaining two Years and 11 Months, for his own Account and Benefit; and that he the said *C.* will protect him therein as his Servant, and notwithstanding make, or cause the said *A.* at the End of the said Term of seven Years to be made a Freeman of the City of *London*, and Company of Coopers: *Now the Condition*, &c. That if the said *C.* his Executors and Administrators shall and do accordingly, at the End of the first four Years and one Month, of the said Term of seven Years, permit and suffer the said *A.* to depart from and leave his and their Service, and to use and imploy the remaining two Years and 11 Months of the said Term of seven Years in the Art and Trade of a Cooper, or otherwise, as he the said *A.* shall think fit, and upon his own Account and Benefit, without any Let or Hindrance by the said *C.* his Executors or Assigns, and shall and do also, as Occasion shall

shall require, own and protect the said *A.* the Apprentice, in such his Trading and Dealing for his own Account, as the Servant of him the said *C.* his Executors or Assigns, for and during all the remaining two Years and 11 Months, of the said Term of seven Years; and likewise, if the said *C.* his Executors, Administrators or Assigns, shall and do at the End and Expiration of the said Term of seven Years make, or cause the said *A.* to be made a Freeman of the City of *London*, and Company of Coopers, as if the said *A.* had served him the said full Term of seven Years: Then, &c.

Bond (from a Mother, on turning over her Son an Apprentice to another Master) that the Apprentice shall serve the Master one Year over and above the Term in his Indentures, or in lieu thereof pay him 20 l. which shall be at the Election of the Master; and to find him Clothes, and indemnify the Master from Charge of Sickness, and in Case of Death, from his Burial.

WHEREAS *A.* Son of the above-bound *B.* is turned over to the above-named *C.* to be his Apprentice for the Residue of the Term of eight Years of his Indentures of Apprenticeship yet to come and unexpired: *And whereas* it is agreed between the said *B.* and *C.* that the said *A.* shall serve and continue with the said *C.* for the further Term of one Year, after the Expiration of the said *A.*'s Indentures of Apprenticeship, or in lieu and Satisfaction for such his Service, is to pay to the said *C.* his Executors or Assigns the Sum of 20 l. which of them the said *C.* his Executors or Administrators shall think fit and choose: *Now the Condition, &c.* That if the said *C.* his Executors or Assigns shall at or before the Expiration of the said eight Years choose and require the said *A.* to serve him for the said one Year longer; Then if the said *A.* shall and do accordingly for the said one Year, from the Expiration of the said Indentures of Apprenticeship to be accounted, dwell and continue with, and faithfully and according to the best and utmost of his Power, Skill and Knowledge, serve and imploy himself in the Business of the said *C.* his Executors and Administrators: But in case the said *C.* shall not so require the Service of the said *A.* for the said one Year, but shall choose to have the said 20 l. Then if the said *B.* her Executors, Administrators or Assigns do and shall within one Month next after Notice or Demand made or given by the said *C.* unto her the said *B.* her Heirs, Executors or Administrators, or any of them of the said 20 l. well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the Sum of 20 l. of lawful, &c. for and in lieu and Satisfaction of and for such the Service of her said Son as aforesaid; and also if the said *B.* her Executors and Administrators shall and do at her and their own proper Costs and Charges find, provide and allow to and for the said *A.* during the Remainder of the Term to come, in the said Indentures of Apprenticeship, and for the said further Term of one Year, from the Expiration thereof, if he shall continue with the said *C.* as aforesaid, all his wearing Apparel, both linen and woollen; * And likewise bear and pay all Charges of Sickness, and for the Burial of the said *A.* in case he shall happen to die within the Time

* The Master to bear Charge of the Apprentice's Sickness and Burial, if he dies,

Time of such his Service, as aforesaid, and thereof, and therefrom, and from all Actions, Suits and Damages by Reason thereof, shall and do acquit, discharge, and save harmless, and keep indemnified the said C. his Executors, Administrators and Assigns, and his and their Goods and Estate; the said Indentures of Apprenticeship, or any Law, Custom or Usage to the contrary notwithstanding: Then, &c.

From one bound on Behalf of a Factor in Jamaica, that he shall be accountable for all Negro's and other Merchandizes, &c. which shall be consigned to him, and make Remittances according to Instructions.

K. tenet' B.

THE Condition, That if A. and Partners, Merchants at the Island of *Jamaica*, his and their Executors, Administrators and Assigns, and every of them, shall and do render and give unto the above-named B. his Executors, Administrators and Assigns, just and true Accounts in Writing, of the Sale and Produce of all such Negro Slaves; and other Goods and Merchandizes which shall be delivered into the Hands of the said A. and Partners C. and D. also Merchants at the Island of *Jamaica*, or any, or either of them at *Jamaica*, as aforesaid, by E. Master of the Ship F. now on her Voyage to *Guinea*, or by any other Person or Persons, from on board the said Ship, on Account of the Owners thereof, and likewise of all such Returns as shall be purchased with the Produce or Proceed by Sale of the said Negro's, and other Goods and Merchandizes; and shall and do likewise answer for and make good all such Debts and Sums of Money for which the said Negro's and other Goods and Merchandizes, or any of them, or any Part thereof shall be sold, or which shall accrue or be made any ways, relating to or by such Sale or purchasing of Returns, whether such Debts, or any of them may happen to prove bad, or not; and shall and do also make Remittances of, and return all the Effects and Produce by Sale of the said Negro's and other Goods, and close the Accounts concerning the same, according to the Orders or Instructions for that Purpose, sent them by and under the Hands of the said B. and G. H. and I. Part-owners of the said Ship E. bearing Date herewith, a true Copy whereof is hereunto annex'd and made Part thereof; and likewise if the said A. and Partners, his and their Executors and Administrators, and every of them shall and do observe and perform all Matters and Things contained in the said Orders or Instructions on his and their Parts to be performed, and that faithfully and justly, according to the true Meaning thereof and of these Presents: Then, &c.

Another; that a Factor at Archangel shall dispose of Goods consigned to him to the best Advantage, and return the Effects according to Order.

WHEREAS the above-named B. at the Request of the above-bound A. hath employed C. Merchant, now residing at *Archangel* as his Factor, and hath consigned Goods and Merchandizes to him, to be by him
II
sold

sold and disposed of for the Accounts of the said *B.* and the Effects returned, as he shall from Time to Time order: *Now the Condition, &c.* That if the said *C.* shall and do use his best Endeavours in the Sale and Disposal of all such Goods and Merchandizes which the said *B.* hath consigned, and shall send and consign to him the said *C.* by any Ships or Vessels departed or bound out, and to depart for *Archangel* this present Season or Summer, according to the Orders of the said *B.* for the most Profit and Advantage that he can, and return and consign back the Produce thereof, according to the Orders of the said *B.* and also if the said *C.* shall and do upon Request of the said *B.* his Executors and Administrators make and give unto him and them just and true Accounts in Writing, of all such Goods and Merchandizes so sent and consigned, or which shall be so sent and consigned to the said *C.* by the said *B.* by any such Ships or Vessels in this present Season or Summer, as aforesaid, and of the Sale, Disposal, Effects and Produce thereof: Then, &c.

To pay such Sums of Money to a Person, as he shall disburse, to procure a captive Slave in Barbary's Liberty; so as the same do not exceed 200 l. and so that his Freedom be within a Year.

To pay a Sum of Money towards Relief of Captives in Barbary. Vid. p. 151.

WHEREAS the above-named *B.* hath been requested by the above-bound *A.* to use and do his best Endeavours to procure the Freedom and Enlargement from Captivity of *C.* Captive in *Mackamefs* in *South Barbary*: *Now the Condition, &c.* is such, That if the said *A.* his Heirs, Executors or Administrators, shall and do within — next, after Sight of any Bill or Bills of Exchange, Letter of Advice, or any other Writings, subscribed by the said *C.* mentioning his Freedom and Releasement from Captivity, well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, all such Sum and Sums of Money as shall be disburs'd and laid out for Redemption of the said Captive *C.* by the said *B.* his Executors, Administrators, Factorers or Assigns, or any other Person or Persons, by his or their Order, Direction or Appointment; so as the same do not exceed the Sum of 200 l. Sterling; and so as the Freedom of the said *C.* the Captive be obtained within the Time and Space of one Year, to be accounted from the Date above-written: Then, &c.

Bond from a Master of a Ship, to procure the Discharge of one he sold at Virginia, or to procure a Certificate from a Justice of Peace, of the Reasons why he will not return to England.

WHEREAS the above-bound *A.* did on or about the Month of — 17— carry *C.* Son of the above-named *B.* by and with his free Will and Consent unto *Virginia*, there to abide and tarry, and to be disposed of by the said *A.* according to the Custom of the Country there; and upon the said *C.*'s Arrival at *Virginia*, the said *A.* did with like Consent bind

bind him Apprentice to one *D. of Virginia* aforesaid: *And whereas* the said *B.* the Father hath demanded and doth require of the said *A.* that his said Son may be discharged from his said Service, and that the said *A.* do and shall bring or cause the said *C.* the Son to be brought and returned back to *London* to the said *B.* the Father, within — now next; which the said *A.* hath undertaken and agreed to do, or procure to be done accordingly, or otherwise within the said — to deliver to the said *B.* a Certificate duly sworn and attested by a Justice of the Peace in *Maryland* aforesaid, of the Reasons why the said *C.* the Son will not return to *England*, in case he be contented to stay in *Maryland*, and refuse to return and come for *England*: *Now therefore* the Condition, &c. That if the said *A.* his Executors, Administrators or Assigns shall and do at his and their own Costs and Charges within —, to be accounted from the Day of the Date above-written, if the said *C.* the Son be then living, procure the Discharge of the said *C.* from his said Service, and do and shall bring the said *C.* the Son in and with the Ship whereof the said *A.* is Master; or procure his Return to *England* in or with some other Ship or Vessel, that he may be returned and delivered to the said *B.* his Father, or other his Relations, or otherwise, if the said *A.* his Executors or Administrators do and shall within the said — deliver, or cause to be delivered to the said *B.* the Father, his Executors or Administrators, a Certificate duly sworn before some Justice of the Peace in *Maryland* aforesaid, declaring the said *C.* the Son's Reasons for his Staying and Continuing abroad, if he be so minded and contented, and shall refuse or not be willing to return and come to *England*: Then, &c.

Bond to transfer Stock according to the Directions of a Woman under Coverture, and to pay the Dividends to her.

WHEREAS the above-bound *A.* hath before the Day of the Date hereof had and received of and from *B. C.* the Wife of *C. C.* of, &c. the Sum of — *l.* of lawful, &c. being her own proper Money, with Direction from the said *B. C.* to lay out and purchase with the said Sum, for her proper Use and Benefit, — *l.* Stock in the Bank of *England*; the Receipt of which said Sum the said *A.* doth hereby acknowledge: *And whereas* the said *A.* hath accordingly laid out the said Sum of — *l.* and purchased therewith of *D.* and *E.* for the Use and Benefit of the said *B. C.* — *l.* Stock in the said Bank of *England*, and the said Stock is transferred in the Books of the said Bank of *England*, and so stands therein in the Name of the said *A.*; which the said *A.* doth hereby acknowledge to be in Trust for, and belonging to the said *B. C.* as aforesaid: *Now the Condition*, &c. That if the said *A.* his Executors, Administrators and Assigns, at the Request and Charge of the said *B. C.* whether she shall be Covert or Sole, her Executors, Administrators or Assigns, shall and do transfer the said Stock or any Part thereof, to her the said *B. C.* her Executors, Administrators or Assigns, or to such Person or Persons as the said *B. C.* whether Covert or Sole, and notwithstanding such Coverture, or her Executors, Administrators or Assigns, shall, by any Writing or Writings under her or their Hands, order, direct and appoint; and shall and do in the mean Time, and until the same shall be so transferred as aforesaid, pay unto the said *B. C.* her Executors, Administrators or Assigns; or permit her and them to have and receive to her and

and their own proper Use and Uses, all such Dividends and Profits which shall arise, grow due, be made and ordered, for and in respect of the said — l. Stock, or any Part thereof: Then, &c.

To transfer back East-India Stock lent, and pay Interest and Charges, &c.

WHEREAS the above-named *B.* hath on or before the Day of the Date hereof lent unto the above-bound *A.* and transferred to him, or to some other Person or Persons, at his Request, or by his Order or Direction, 300 l. in the Capital Stock of the *English* Company of Merchants trading to the *East-Indies*; 200 l. of which said Stock being in the said Company; which is by Agreement of the said *A.* taken and valued at the Rate or Price of 119 l. per Cent. and the other 100 l. of the said 300 l. Stock in the said Company being by the like Agreement of the said *A.* taken and valued at the Rate or Price of 123 l. per Cent. the Sum or Value of which said 300 l. Stock, at the Rates aforesaid, amounting together to 365 l. (to the Sum of 238 l.) of lawful, &c. In Consideration of which said 300 l. Stock so lent and transferred as aforesaid, and for Satisfaction to the said *B.* for the same, the said *A.* hath agreed to transfer to her on the — Day of — next ensuing the Date hereof 300 l. in the Capital Stock of the said Company; and hath also agreed, if the Stock of the said Company shall not then be valued or currantly sold at and for the Sum or Price of 123 l. per Cent. Then he is to answer and make good to the said *B.* in Money what the said 300 l. Stock shall fall short of that Sum or Value; and if the said Stock shall then be, or be currantly sold for more than at and after the Rate of 123 l. per Cent. the said *B.* is to have the Benefit thereof, and is also to have Interest for the said 365 l. in lieu of what Interest or Profits shall or may arise or become due in the mean Time for the said Stock: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors and Administrators, shall and do on the said — Day of — next ensuing the Date hereof, accordingly transfer unto the said *B.* her Executors, Administrators or Assigns, or to such other Person or Persons as she or they shall direct and appoint, 300 l. of and in the Capital Stock of the said Company, for her or their proper Use; and shall and do permit and suffer her and them to have and take the Benefit of what the said 300 l. Stock shall then be valued at, or may be then currantly sold for above the aforesaid Rate or Price of 123 l. per Cent. if it shall then be currantly sold at any greater Price; and in case the Stock in the said Company shall on the said — Day of — now next be currantly sold under or for less than the said Rate of 123 l. per Cent. Then if the said *A.* his Heirs, Executors or Administrators shall and do on the Day aforesaid, pay and make good, or cause to be paid unto the said *B.* her Executors, Administrators or Assigns so much lawful, &c. as the said 300 l. Stock in the said Company so to be then transferred as aforesaid, shall fall short or be then sold under or for less than the said Rate of 123 per Cent. as aforesaid; and likewise if the said *A.* his Heirs, Executors or Administrators shall and do at the same Time of transferring the said Stock to the said *B.* her Executors or Assigns, pay, or cause to be paid unto her or them, Interest for the said Sum of 365 l. after the Rate of 6 per Cent. per Ann. from the Date above-written,

✍ *The Words above in Italian Characters to be left out, as Occasion serves.*

written, until the Time of his or their Transferring thereof, as aforesaid, in lieu of the Interest or Profit which shall or may in the mean Time arise or become due for the said Stock, and shall also pay the Charges of the said Transfers, and of Brokeridge for all the said Stock: Then, &c.

To transfer South-Sea Stock, and pay the Dividends in the mean Time.

WHEREAS the above-bound *A.* did by Order, for the Account of and in Trust for the above-named *B.* subscribe several Bills into the general Stock of the Company of Merchants of *Great Britain*, trading to the South-Seas, and other Parts of *America*, and for encouraging the Fishery, &c. amounting to — *l.* And whereas the said *A.* hath on or before the Day of the Date above-written, paid for, or made good to the said *B.* — *l.* of the said Stock, and the remaining — *l.* is not yet transferred to the said *B.* but stands in the Books of the said Company, in the Name of the said *A.* and which he doth hereby declare is in Trust for, and doth belong unto the said *B.* and is to be transferred to him, as hereunder is mentioned: *Now the Condition, &c.* That if the said *A.* his Executors, Administrators or Assigns, shall and do on or before the — Day of — next ensuing the Date above-written, transfer unto and to the Use of the said *B.* his Executors, Administrators or Assigns, the said — *l.* Stock in the said Company, according to the usual Course of transferring the said Stock; and shall pay or make good to him or them all Dividends and Profits now due, and in the mean Time shall arise and become due, or be received in respect of the said Stock, until the same shall be transferred as aforesaid: Then, &c.

To pay a Sum of Money towards the Relief of Captives in Barbary, and to procure their Receipts for the Payment of it.

A. de, &c. tenet' Reverendissimo B. Dom' Episc' London'.

WHEREAS the above-bound *A.* hath on the Date above-written had and received of the above-named *B.* Lord Bishop of *London*, the Sum of — *l.* of lawful, &c. for and towards the Relief of the *English* Captives, now in Slavery at *Mackanefs*, and other Ports in *Barbary*, to and for the Use of all the said *English* Captives there: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors, Administrators or Assigns, do and shall within six Months next ensuing the Date above-written, well and truly pay, or cause to be paid unto — Captives now in Slavery in *Mackanefs* and other Ports in *Barbary*, or the Survivors of them, the said Sums of — *l.* and shall and do also within the Space of 12 Months now next ensuing produce, or cause to be produced a Receipt or Receipts, or other Writing from the said — or the Survivors of them, or the major Part of such Survivors testifying the Payments of the said Sum of — *l.* by his Factors or Agents, to and for the Use aforesaid: Then, &c.

To

To pay less Freight than agreed for by Charter-Party.

WHEREAS the above-bound *A.* Master of the Ship *S.* by Charter-Party dated the, &c. hath let 160 Tuns of the said Ship's Tunnage, to and amongst the several Merchants of the City of *London*, who have sealed the said Charter-Party according to their Proportions mentioned in a Schedule thereunto annex'd, for a Voyage from *London* to *Newis*, and thence back to *London*; for which the said Merchants are to pay for Freight, 9 s. 6 d. for every *lb.* Weight neat of Sugar, that the said Ship shall deliver to them severally at the Port of *London*, according to their Tunnage therein, and proportionably for a lesser Quantity than a *lb.* Weight: *And whereas* by Agreement by the said *A.* and the above-named *B.* the said *B.* in Consideration of several Charges which he hath been at, and disbursed in and about the said Ship for the said Voyage, is to pay but 9 s. *per Tun* Freight for his Tunnage in the said Ship, and the said Master is to allow and pay out of the Freight, to grow due as aforesaid, unto the said *B.* 6 d. for every *lb.* Weight of Sugar the said Ship shall import as aforesaid, and which shall become payable according to the said recited Charter-Party: *Now the Condition, &c.* That if the said *A.* his Executors or Assigns do and shall accordingly truly pay and allow, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, 6 d. for every *lb.* Weight neat of Sugar, that the said Ship shall import as aforesaid, out of the Freight that shall arise and become due by and upon the said Charter-Party for the said Ship's Voyage, as aforesaid; he the said *B.* his Executors or Assigns allowing thereout unto the said *A.* 10 l. for a Hat, according to the Agreement of the said Parties and of these Presents; the said recited Charter-Party, or any Thing therein to the Contrary notwithstanding: Then, &c.

There is a Covenant to this Purpose amongst the Covenants.

To assign over a Patent when passed under the Great Seal.

WHEREAS the above-bound *A.* hath received and borrowed of the above-named *B.* the Sum of — l. of lawful, &c. for which said Sum the said *A.* hath on the Date hereof given unto the said *B.* one Bond or Obligation, in the Penalty of — l. conditioned for Payment of the said Sum of — l. with Interest (*in milled Money, or Guineas*) on the, &c. which will be in the Year of our Lord —, as thereby may appear; *And whereas* his present Majesty King *William* hath granted unto the said *A.* one Annuity, Pension, or yearly Sum of — l. out of the Rents, Profits and Revenues arising by the Office called the *Penny-Post Office*, for the Term of — Years, to commence from the, &c. for which said Annuity, Pension or yearly Sum a Patent is passing under the Great Seal of *England*: *And whereas* the said *A.* hath agreed and doth hereby agree with the said *B.* to assign the said Annuity, Pension, or yearly Sum of — l. and Letters Patent afore-mentioned, when and as soon as the same are granted and passed for the better Security and more sure Payment of the said Sum of — l. with Interest, according to the Condition of the said recited Obligation: *Now the Condition, &c.* That if the said *A.* his Executors and Administrators shall and do within — Days

Days next after the said Letters Patent shall be so granted and passed for the said Annuity, Pension or yearly Sum of — *l.* at his and their own proper Charge, assign, transfer and set over in due Form of Law the said Letters Patent and Annuity, Pension or yearly Sum of — *l.* as aforesaid, and all his Right, Interest, Claim and Demand, of, in and to the same, for all the Term of Years in the said Patent to be granted and mentioned, with full Power and Authority to and for the said *B.* his Executors, Administrators and Assigns, to demand and receive the same for and as a collateral or further Security for the more sure Payment of the said — *l.* by him lent with Interest, and to be void on full Payment thereof, so and in such Manner as by the Counsel learned in the Law of the said *B.* his Executors, Administrators or Assigns shall be reasonably advised and required: Then, &c.

To give an Account to the East-India Company, upon their advancing a Sum of Money, to a Person, for his procuring Soldiers for Transportation and Service in their Factories in the East-Indies, and he to be accountable to the Company, for the Remainder of what he shall not lay out.

A. de, &c. & B. de, &c. teneri & firmi obligari Anglicanæ Societatis negotiantium ad Indos Orientales in — libris, &c. solvend' eid' Anglicanæ &c. aut eor' certo Attornat' Successor' vel Assignat', &c.

WHEREAS the above-bound *A.* hath agreed to raise and provide for the above-named *English* Company trading to the *East-Indies*, several Men, to serve them the Space of five Years as Soldiers at their Forts and Factories in the *East-Indies*: And whereas the said Company in Consideration thereof have agreed to allow and pay to the said *A.* the Sum of 40 *s.* for every Man the said *A.* shall put on board such Ship as the said Company shall appoint for their Transportation to the *East-Indies*: Now the Condition, &c. That if the above-bound *A.* do and shall from Time to Time well and truly account for, and pay, and satisfy unto the said Company all and every such Sum and Sums of Money, not exceeding the Sum of 100 *l.* in the whole, which the said Company shall pay to the said *A.* by way of Advance, for providing Soldiers as aforesaid; (that is to say) if the said *A.* do within the Space of one Month from the Date hereof deliver on board the said Company's Ships so many Men, at the Rate of 40 *s.* apiece, as will amount to such Sum or Sums of Money as the said Company shall have advanced and paid to the said *A.* as aforesaid; or otherwise if the said *A.* and *B.* or either of them, their, or either of their Heirs, Executors or Administrators, or some of them, do and shall well and truly pay, or cause to be paid to the said Company, or their Order, all or so much of such Sum or Sums of Money which shall be so advanced, shall remain in the Hands of him the said *A.* and not accounted for by such Delivery of Men, at 40 *s.* apiece, as aforesaid: Then, &c.

To procure Certificates of a Person's Life quarterly, upon Assignment of an Annuity issuing out of the Duty of Excise.

A. & B. tenet' C.

WHEREAS *D.* of, &c. hath by Writing of Assignment or Deed-Poll under Hand and Seal, bearing the Date above-written (reciting as therein is recited) for the Consideration therein mentioned, assigned, transferred and set over unto the above-named *C.* his Executors, Administrators and Assigns, a certain Sum or Annuity of — *l. per Ann.* given her by the Will of her Husband *E. D.* deceased, and payable to her for the Term of her Life, issuing out of the Duty of Excise upon and by Virtue of a Tally and Order thereon, N^o (—) as by the said Writing of Assignment or Deed-Poll, Relation, &c. *Now the Condition, &c.* That if the said *D.* shall and do from Time to Time, during her natural Life, within — Days after every of the four Quarter-Days in the Year successively; *viz. Midsummer-day, Michaelmas-day, &c.* send, or cause and procure to be sent and delivered to the said *C.* his Executors, Administrators or Assigns, at the dwelling House of the said *C.* in, &c. a sufficient Certificate, according to the Act of Parliament in that Behalf, that she the said *D.* was living the then preceding Quarter-Day before the Date of every such Certificate, whereby he the said *C.* his Executors, Administrators and Assigns shall and may be enabled to demand and receive the said Annuity or yearly Sum of — *l.* quarterly, as the same shall become due, according to the Intent of the said recited Assignment; and if the said *D.* shall neglect or refuse to send or deliver the said Certificate quarterly, as aforesaid, or before the next succeeding Quarter-day, after the said Certificate ought to be delivered as aforesaid; then if the said *A.* and *B.* or either of them, their, or either of their Heirs, Executors or Administrators shall pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the quarterly Sum or Payments, which shall become due and ought to be paid, for or upon the then last preceding Quarter-Day, for which such Certificate ought to be delivered, or shall be neglected or refused so to be sent or delivered as aforesaid: Then, &c.

There was a Bond from D. for Performance of Covenants in the Assignment.

To pay Money, or redeliver Malt-Tickets borrowed.

THE Condition, &c. That if the above-bound *A.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto the above-named *B.* his Heirs, Executors or Administrators, the Sum of — *l.* of lawful, &c. on the, &c. or otherwise, if the said *A.* his Heirs, Executors or Administrators, shall and do on or before the said, &c. redeliver, or cause to be delivered unto the said *B.* his Executors, Administrators or Assigns the several Malt-Tickets lent and delivered him by the said *B.* at Sealing hereof, the Numbers whereof are endorsed on these Presents; or shall and do deliver unto him or them, and to his and their own Use and

Uses,

Uses, — other unbenefitted Malt Lottery-Tickets, all of them to be within the 100th Lot or Payment of the said Tickets; and also two benefitted Tickets, of 10 *l.* each Benefit, with all the Interest to be remaining due on the said Tickets from the — Day of —, &c. to the said — Day of —, &c. and shall and do then also allow, pay and make good unto the said *B.* all the Interest which shall be then received on the said Tickets, or any of them, when so delivered, from and since the said — Day of, &c. to the said — Day of —, &c. and also, if the said *A.* his Heirs, Executors and Administrators shall and do at all Times sufficiently warrant all the said Tickets (*which shall be delivered him in lieu of the said Tickets lent as aforesaid*) unto, and that the same shall be had, received and enjoyed by the said *B.* his Executors, Administrators or Assigns, from and against all Persons whatsoever, and without any Claim or Demand, Charges or Incumbrances by the said *A.* or any Person or Persons whatsoever; and shall likewise warrant and defend the said other Tickets lent and delivered him the said *B.* in case the same be so redeliver'd from and against all Incumbrances by him the said *A.* done or committed: Then, &c.

To deliver and reassign a Talley by a certain Time.

WHEREAS the above-named *B.* did on or about the, &c. deliver or assign unto the above-bound *A.* a Talley in his Majesty's Exchequer, struck and granted unto the said *B.* for — *l.* on the — Day of — 1695. upon an Act, for granting to his Majesty certain Duties upon Births, Marriages, Burials, &c. payable after 37030, together with the Order thereon, N^o (—) upon which said Talley and Order the said *B.* hath had and received of the said *A.* the Sum of — *l.* which she hath offered, and is still ready to repay, and hath often demanded and requested of the said *A.* to deliver and reassign to her the aforesaid Talley and Order, which the said *A.* hath without the Knowledge and Consent of the said *B.* in that Behalf delivered or assigned to some other Person, but hath promised and agreed on or before the — Day of — next ensuing the Date above-written, to deliver and legally to assign, or cause to be delivered and assigned to the said *B.* the said Talley and Order, she at the same Time paying him the said Sum of — *l.* which she hath received of him as aforesaid, or so much thereof as shall remain after deducting or allowing thereof what Interest hath been received thereon since her Delivery thereof: *Now the Condition, &c.* That if the said *A.* his Executors, Administrators or Assigns, shall and do, on or before the said — Day of — next ensuing the Date above-written, deliver and legally assign, or cause to be delivered and legally assigned unto her the said *B.* her Executors, Administrators or Assigns, the said Talley and Order, free of all Incumbrances by him or them to be done or committed, and shall and do at the same Time pay and allow unto the said *B.* what Interest hath been received thereon since her Delivery thereof, she or they at the same Time paying the said Sum of — *l.* unto the said *A.* or so much thereof as shall remain after deducting and allowing thereout the Interest received as aforesaid: Then, &c.

From a Legatee to an Administratrix to refund in Proportion, if Debts appear.

A. &c. tenet' B. Vid' relicta & Adm' cum volunt' annex' C. nuper de, &c.

WHEREAS the above-bound *A.* hath on the Day of the Date hereof had and received of the above-named *B.* Administratrix as above-mentioned, the Sum of ——. *l.* in full for the Dividend and Share due to *D.* his Wife, as one of the Daughters of the above-named *C.* out of the third Part of three tenth Parts of the joint Stock of the Glass-works at *R.* in the Co. of *M.* belonging to the said *C.* at the Time of his Decease, which third Part thereof is in and by the last Will of the said *C.* bequeathed to and amongst the said *D.* now Wife of the said *A.* and other his Children therein mentioned; and there is, or will be a further Sum, payable or belonging to the said *D.* now Wife of the said *A.* for her Part of other the Estate of the said *C.* according to his said Will: *Now the Condition, &c.* That if any Debt or Debts owing by the said *C.* shall at any Time or Times hereafter be demanded, sued for, or recovered of or from the said *B.* her Executors or Administrators [*or otherwise appear to be justly due and owing by the said C. wherewith she or they shall be charged or chargeable*]; or if any Costs or Damages shall be recovered of, or be sustained by the said *B.* her Executors or Administrators, for or concerning any such Debt or Debts owing by the said *C.* or any Action, Suit or Process for or concerning the same; then and in such Case, and so often, if the said *A.* his Heirs, Executors or Administrators shall and do refund and pay back to the said *B.* her Executors or Administrators, his or their ratable Part and Share of all or any such Debt or Debts which shall be so demanded, sued for, and recovered of and from the said *B.* her Executors or Administrators, *or otherwise appear to be justly due and owing by the said C. wherewith she or they shall be charged or chargeable*, towards the paying and satisfying any such Debt or Debts, and also his and their like Part of all Costs and Damages which shall be recovered of or sustained by the said *B.* her Executors or Administrators, for or concerning any such Debt or Debts, or any Action, Suit or Process about the same: Then, &c.

There is a Covenant to this Purpose.

To deliver up a Saw-mill, with the Utensils and Things thereunto belonging, at the Determination of the Lease, in as good Repair and Condition as the same were, when let, reasonable Use, &c.

WHEREAS the above-named *C.* by his Indentures of Lease under his Hand and Seal, bearing the Date above-written, hath letten unto the above-bound *A.* (amongst other Things) a certain Saw-mill, with its Appurtenances, situated on a Piece of Ground, now in the Occupation of the said *C.* in the Parish, &c. and all the Materials, Utensils and Things now in, about and belonging thereto, for the Term of — Years, from *Lady-*
day

day then, and now next ensuing at the yearly Rent therein mentioned: *Now the Condition, &c.* That if the said *A.* his Executors, Administrators and Assigns, or some of them, at his, their or some of their own proper Costs and Charges do and shall before the Expiration of the said Term of — Years by the said recited Lease granted, or other sooner Determination thereof, which shall first happen, make or cause the said Mill and all Things belonging thereunto, to be made and put into the same Form, Order and Manner as they now are, and be, and fitting to be used for a Saw-mill, as the same now is; and shall and do deliver up the same in such Order and Manner as aforesaid, at the Expiration of the said Term, with all the Materials, Utensils and Things which are now in, about and belonging thereto, unto the said *C.* his Executors, Administrators or Assigns, in as good Repair and Condition as they now are and be, (reasonable Use and Wearing thereof in the mean Time only excepted): Then, &c.

For the Forthcoming of a Person in 15 Days, after his Discharge out of the Poultry Compter; or to pay Part of the Debts within that Time.

Two to one.

WHEREAS *E.* of, &c. is now in Custody at the *Poultry Compter, London*, upon and by Virtue of three several Actions against him, at the several Suits of the above-named *B. C.* and *D.* And whereas the said *B. C.* and *D.* have at the Request of the above-bound *A.* agreed to withdraw their Actions, and discharge the said *E.* out of Custody for some Time, not exceeding 15 Days next ensuing the Date above-written, and the said *A.* hath undertaken and agreed, either to deliver the Body of the said *E.* into the Custody at one of the Compters for the City of *London*, for the said Debts to them the said *B. C.* and *D.* owing, as aforesaid, or otherwise to pay unto one of them the said *B. C.* and *D.* the Sum of 15 *l.* for the Use of himself and the other two, in equal third Parts; or unto each of them the said *B. C.* and *D.* the Sum of 5 *l.* apiece of lawful, &c. in Part of the respective Debts, to them due and owing by and from the said *E.* *Now therefore the Condition, &c.* That if the said *A.* his Executors, Administrators or Assigns shall and do upon Demand made by them the said *B. C.* and *D.* or either of them, within 15 Days next ensuing the Date above-written, deliver or cause the Body of the said *E.* living or dead, to be delivered unto them the said *B. C.* and *D.* their Executors or Administrators, or some, or one of them; or otherwise, if the said *E.* his Executors or Administrators shall and do within the said 15 Days pay, or cause to be paid, unto either of them the said *B. C.* and *D.* the Sum of 15 *l.* of lawful, &c. for the Use of himself, and the other two in equal three Parts; or unto each of them the said *B. C.* and *D.* respectively, or their respective Executors, Administrators or Assigns, the Sum of 5 *l.* a-piece of lawful, &c. in Part of the respective Debts to them due and owing by and from the said *E.* Then and in either of the said Cases this Obligation to be void; or, &c.

To

*To observe Rules and By-laws, on letting of a Coach-Licence.**Two to one.*

WHEREAS the above-named *C.* hath letten unto the above-bound *A.* one Coach-Licence, N^o (—) granted pursuant to the late Act of Parliament, for *licensing and regulating Hackney-Coaches and Stage-Coaches*, together with full Power and Privilege of working the same for the Term of one Year, to be accounted from the Day of the Date above-written: *Now the Condition, &c.* That if the said *A.* his Executors and Administrators, and all and every Person and Persons who shall work with, under or by Virtue of the said Licence under or for him or them, do and shall, from Time to Time during the said Term of one Year, obey, perform, fulfill and keep all and every the By-laws, Rules and Orders now made and in Force, and which at any Time during the said Term of one Year shall be made and ordered by the Commissioners, for regulating Hackney-Coaches by Virtue of the said Act, and do and shall at all Times hereafter save harmless and keep indemnified the said *C.* his Executors and Administrators, of and from all Suits, Costs, Charges, Troubles and Damages that shall or may happen, arise or come unto him or them; or which he or they may sustain or be put unto for, by Reason of or concerning all or any such By-laws, Rules and Orders in any Manner of wise: Then, &c.

*There was a Bond for peaceable Enjoyment from C.**From a Master of a Ship, to pay the Value of what Goods shall be proved to be imbezilled on board his Ship.*

WHEREAS *A.* Merchant at *Antego*, on or about the — Day of — 1714. did ship on board the Ship *T.* Burthen about — Tuns, whereof the above-bound *B.* was Master, (amongst other Goods) 8 Bags of Cotton, for his own proper Account and Risque, consigned to him the said *A.* and in case of Absence, to the above-named *C.* as by the Bills of Lading for the same, signed by the said *B.* may appear: *And whereas* the said *A.* being in Parts beyond the Seas, the said 8 Bags of Cotton were delivered to the said *C.* and upon the Weighing thereof at the Q. Beam at the Custom-house, *London*, the same did make out and weigh but — *lb.* Weight neat; and the said *C.* doth alledge that by the Invoice of the said Cotton, the Weight thereof is mentioned to be — *lb.* neat, and according to the said Invoice there is wanting — *lb.* Weight neat of the said Cotton: *Now the Condition, &c.* That if the said *B.* his Heirs, Executors or Administrators do and shall truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, at and after the Rate of — *per* Bag, for all or so much of the said — *lb.* Weight of the said Cotton which is alledged to be wanting of the said 8 Bags thereof, as aforesaid, and which within the Space of 12 Kalendar Months, from the Date hereof, shall truly and sufficiently be made appear and proved was actually laden and delivered aboard the said Ship, by or for the Account of the said *A.* at *Antego* aforesaid: Then, &c.

To pay back Purchase-Money, if the Feoffor's Wife dies before the Fine be finished, for conveying the Premises.

WHEREAS the above-bound *A. B.* and *C.* his Wife have by Indentures of Lease and Release, bearing Date, &c. in Consideration of — *l.* paid them by the above-named *D.* conveyed unto the said *D.* and *E.* and the Heirs of the said *D.* for ever, a Messuage, &c. situated, &c. as the said Premises are therein particularly described; in which said recited Indenture is contained a Covenant from the said *A. B.* and *C.* his Wife, for levying a *Fine sur Conuzance de droit*, &c. of the said Premises, according to the usual Course of Fines, with Proclamations before the End of *Michaelmas* Term, next ensuing the Date of the said recited Indentures, as thereby, Relation, &c. And whereas the said *D.* hath before Sealing hereof paid the said *A. B.* and *C.* his Wife the said — *l.* the Purchase-Money for the said Premises, but the said Fine is not yet perfected: Now the Condition, &c. That in Case the said *C.* Wife of the said *A. B.* shall happen to depart this mortal Life before the End of *Michaelmas* Term next ensuing the Date hereof, and the said Fine shall not before such her Decease be perfected in due Form of Law, so as thereby to assure the said Premises so conveyed to the said *D.* and *E.* and the Heirs of the said *D.* according to the true Meaning of the said recited Indentures; then if the said *A. B.* his Heirs, Executors, Administrators or Assigns shall truly pay, or cause to be paid back unto the said *D.* his Executors, Administrators or Assigns, the said Sum of — *l.* which is so by him paid as the Purchase-Money of the said Premises, with lawful Interest for the same, the said *D.* and *E.* their Heirs or Assigns, at the same Time re-delivering the said recited Indentures, to be cancelled, or reconveying the said Premises at the Charge of the said *A. B.* his Heirs or Assigns, as shall be reasonably desired: Then, &c.

That an intended Wife may dispose of 100 l. and a wrought Bed, at her Decease.

A. tenet' B.

WHEREAS a Marriage is intended to be shortly had and solemnized between the above-bound *A.* and *C.* of, &c. And whereas the said *A.* hath agreed, and doth hereby agree, that in Consideration of the Monies, Goods and Estate belonging to, and which the said *C.* is possessed of, and will come or belong to the said *A.* by the said Marriage, when the same shall be solemnized; she the said *C.* in case she shall depart this Life, in the Life-time of him the said *A.* shall and may by any Writing under her Hand and Seal, or by her last Will and Testament in Writing, or any other Writing purporting her last Will, to be by her signed, sealed and executed in the Presence of, and attested by two or more credible Witnesses, give, dispose, order, direct and appoint the Sum of 100 *l.* of lawful, &c. or any Part of the said Sum; and likewise the Curtains and Vallance of Dimity, wrought with Worsted for a Bed, Part of the Goods now belonging to the said *C.* to such Person or Persons, for such Uses and Purposes, and in such Manner as she the said *C.* by such Writing, or by her last Will and Testa-

Testament in Writing, or other Writing purporting her last Will, to be by her signed, sealed, executed and attested as aforesaid, give, dispose, order, direct and appoint the same, or any Part thereof; and he the said *A.* hath also agreed, that he, his Heirs, Executors or Administrators will duly pay the said Sum of 100 *l.* or such Part thereof which she shall so give and dispose, order and appoint to be paid; and will likewise deliver the said Curtains and Vallance of Dimity wrought with Worsted, according to such her Disposition, Order or Appointment of or concerning the same: *Now the Condition, &c.* That if the said intended Marriage shall take Effect, and the said *C.* shall happen to depart this Life in the Life-time of the said *A.* her intended Husband; then and in such Case, if the said *A.* his Heirs, Executors or Administrators shall and do within 12 Months next after such the Decease of the said *C.* his intended Wife, well and truly pay, or cause to be paid, all or such Part of the said Sum of 100 *l.* and shall likewise deliver the said Curtains and Vallance of Dimity, wrought with Worsted, to such Person or Persons, for such Purposes and in such Manner, according as she the said *C.* his intended Wife, by any Writing under her Hand and Seal, or by her last Will and Testament in Writing, or any other Writing purporting her last Will, to be by her signed and sealed in the Presence of, and attested by two or more credible Witnesses, shall, notwithstanding her Coverture, give, dispose, direct, order or appoint the same, according to the true Intent and Meaning of the said Parties, and of these Presents: Then, &c.

*To pay a Person that helps another to a Wife with a good Fortune, 5 *l.* for every 100 *l.* he shall have with her, as a Gratuity.*

WHEREAS the above-named *B.* hath proposed a Marriage between the above-bound *A.* and *C.* which the said *A.* doth approve of, and hath desired the said *B.* to use his Interest and Endeavours for effecting the said intended Marriage, and in Consideration of his Pains and Service therein, the said *A.* hath promised, and doth hereby agree to pay and give to the said *B.* as a Gratuity, the Sum of 5 *l.* for and upon every 100 *l.* of the Estate or Fortune of the said *C.* which he the said *A.* shall receive with, or shall be intitled unto by his Marriage of the said *C.* when the same shall be consummated: *Now the Condition, &c.* That if the said Marriage between the said *A.* and the said *C.* shall take Effect; then if the said *A.* do and shall truly pay, or cause to be paid, unto the said *B.* the said Sum of 5 *l.* for and upon every 100 *l.* of the Estate or Fortune of the said *C.* which he the said *A.* shall so have and receive with, or be intitled unto, by such his Marriage of the said *C.* as a Gratuity as aforesaid, according to the true Meaning of these Presents: Then, &c.

To pay Part of a Marriage-Portion retained, till a Mortgage be cleared off the Premises which were settled for a Jointure.

WHEREAS a Marriage is intended to be shortly had and solemnized between the above-named *C.* and *D.* Daughter of the above-bound *A.* And whereas the said *C.* hath on the Day of the Date hereof, by Indentures of Lease and Release settled and assured all that his Capital Messuage called *H.* and all other the Messuages, Lands, Tenements, Hereditaments and Premises to the said Messuages belonging, situate, &c. in the said Indentures particularly mentioned, for the Jointure of the said *D.* and to and for the several Uses therein mentioned and limited: And whereas the said Premises are charged with or mortgaged for the Sum of 200 *l.* which is to be paid off by the said *C.* or the said Premises is, by some other Security to be by him made, to be discharged therefrom, and until the same be done accordingly, the said *A.* with the Consent and Agreement of the said *C.* is to retain in his Hands 200 *l.* Part of the Portion of the said *D.* and the same is to be paid when and as soon as the said Premises are so fully discharged from the said Mortgage: Now therefore the Condition, &c. That if the said *A.* his Heirs, Executors or Administrators do and shall accordingly, as soon as the said Premises are so discharged from the said Mortgage by the said *C.* by some other Security to be given for the said 200 *l.* and Interest or otherwise, and the said Mortgage surrendered and delivered up, well and truly pay, or cause to be paid unto the said *C.* his Executors or Assigns, the said Sum of 200 *l.* and shall and do in the mean Time pay Interest for the said 200 *l.* after the Rate of 6 per Cent. per Ann. Then, &c.

To repay Money, if the Obligee be not admitted into a Place.

WHEREAS the above-bound *A.* is one of the Pages of the Presence to her present Majesty *Q. Anne:* And whereas the said *A.* doth intend to surrender his said Place: And whereas the above-named *B.* hath paid to the said *A.* the Sum of — *l.* of lawful, &c. which is to remain to his own proper Use, when and as soon as the said *B.* is sworn into the said Place of Page of the Presence to her said Majesty, in the Room of the said *A.* Now therefore the Condition, &c. That if the said *B.* shall or may be by the Means or Procurement of the said *A.* sworn into the said Place of Page to the Presence of her said Majesty, in the Room of the said *A.* on or before the — Day of — next ensuing the Date above-written, according to the usual Custom in that Case, he the said *B.* paying the Charge of his being sworn into the said Place; or in Default or for Want of the said *A.*'s procuring the said *B.* so to be sworn into the said Place within the Time aforesaid; if the said *A.* his Heirs, Executors or Administrators shall pay back the said — *l.* unto the said *B.* his Executors or Administrators, in either of the said Cases, this Obligation to be void and of none Effect; or else to remain, &c.

Common Bond to pay Money, being the same mentioned in an Assignment or Mortgage.

THE Condition, &c. (*all the same as a common Bond*) next ensuing the Date above-written, being the same Sum of Money which is mentioned to be due and owing by the said *A.* unto the above-mentioned *C.* in certain Indentures of Demise or Mortgage, bearing the Date above-written, made or mentioned to be made between the said *A.* of the one Part, and the said *B.* of the other Part, by and upon the several Securities as therein is mentioned: Then, &c.

To deliver a Watch, or pay a Sum of Money, the Value thereof.

WHEREAS the above-bound *A.* received of and from the above-named *B.* on or about the Month of —, in the Year of our Lord —, a Gold Watch with a Tortoise-shell Case, studded or inlaid with Gold, to mend or rectify the going of the said Watch, the said Watch being made by and bought of the said *A.* which said Watch the said *A.* hath not yet delivered to the said *B.* And whereas the said *B.* hath brought his Action against the said *A.* for the said Watch: Now the Condition, &c. That if the said *A.* his Executors and Administrators shall and do on or before the — Day of — next ensuing the Date above-written, deliver, or cause to be delivered unto the said *B.* his Executors, Administrators or Assigns the said Gold Watch and the said Case or Cover in good Repair and Condition, and without any Hurt, Damage or Spoil thereof or thereto, free of all Charges and Incumbrances; or in lieu and Consideration thereof, and for his the said *B.*'s Charges about recovering the said Watch, if the said *A.* his Heirs, Executors or Administrators shall and do on the said — Day of — truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. Then, &c.

From a Master of a Ship to his Owners, to pay a Sum of Money (due for Freight, when recovered) amongst them.

A. tenet' B.

WHEREAS there is due and owing by and from several Persons at (*Pool* above-said) to the Part-owners of the good Ship called the *S. Burthen* about — Tuns, whereof the above-bound *A.* is Master, the Sum of — *l.* for Freight, on Account of the said Ship's homewards Voyage from *Newfound-Land* to *P.* in the Year 17—: Now the Condition, &c. That if the said *A.* shall and do use his best Endeavours in and about the Recovering and Receiving the said Sum, due and owing as aforesaid; they the said Part-owners allowing and paying the said *A.* his Executors and Administrators their respective full Parts, in Proportion to their Parts in the

the said Ship, of all Charges and Expences in and about the Recovery and Receiving the same; and also if the said *A.* his Executors and Administrators shall and do well and truly pay, or cause to be paid and made good unto the said Part-owners, their Executors, Administrators or Assigns respectively, their several and respective Parts and Shares in Proportion, according to their Parts in the said Ship, of the said Sum of — *l.* due as aforesaid, when and as soon as the same or any Part thereof shall be recovered and received: Then, &c.

To pay a Sum of Money, with Interest and Charges of Insurance, to one that has taken a Part of a Vessel in the Transport-Service (Vid. Covenants) from a Master of a Ship, to repay the Money paid him for Part of the Ship with Interest, &c. at her Return from the Service.

WHEREAS the above-named *B.* at the Desire and Request of the above-bound *A.* and under and according to the Agreement herein after mentioned, hath consented to take; and the said *A.* by Writing or Bill of Sale under his Hand and Seal, bearing Date with these Presents, in Consideration of the Sum of — *l.* to him in Hand paid by the above-named *B.* hath granted and sold unto the said *B.* his Executors, Administrators and Assigns, to his and their own Use and Uses, one full and equal — Part of and in all that good Fly-Boat or Vessel called the —, of the Burthen of — Tuns, or thereabouts, now at —, whereof the said *A.* is Master; and of all her Masts, Sails, Sail-yards, Boat and other Appurtenances to the said Fly-Boat or Vessel belonging, as thereby, Relation, &c. Which said Fly-Boat or Vessel is bound out to Sea in her Majesty's Transport-Service: And whereas it is agreed between the said Parties, and the said *A.* doth hereby agree with the said *B.* That upon the said Ship's Arrival in any Port or Place of Great Britain, and Discharge from and out of her said Service and Employment, he the said *A.* shall and will pay unto the said *B.* his Executors or Assigns, the Sum of — *l.* so by him paid for the said — Part of the said Fly-Boat or Vessel with the Appurtenances, with Interest, after the Rate of 6 *l. per Cent. per Ann.* for the said Sum, from the Date of these Presents; and likewise the said *B.*'s Charges of Insurance of the said Money upon the said Ship, during her said Service and Employment, and until such her Arrival and Discharge as aforesaid; and thereupon the said *B.* his Executors or Administrators, shall and will re-assign the said — Part of the said Vessel to the said *A.* his Executors or Assigns: And it is also agreed that the said *A.* is to have and take to his own Use, all Sums of Money and Profits which shall arise, be made and become due for and on Account of the said — Part of the said Vessel, during her said Employment: Now therefore the Condition, &c. That if the said *A.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid, unto the said *B.* his Executors, Administrators or Assigns, the said Sum of — *l.* so by him paid for the said — Part of the said Fly-Boat or Vessel, as aforesaid, together with Interest for the said Sum of Money, after the Rate of 6 *l. per Cent. per Ann.* and likewise all such Sum and Sums of Money as the said *B.* his Executors or Administrators shall pay and disburse for and on Account of the Insurance of the said Money on

the said Vessel, during her said Service and Employment, and until such her Arrival and Discharge therefrom, at any Port or Place in *Great Britain*, as aforesaid **¶** within 30 Days after the first and next Return and Arrival of the said Vessel at any Port or Place in *Great Britain*, and discharge from her said Service and Employment, as aforesaid (he the said *B.* his Executors or Administrators thereupon reassigning the said recited Bill of Sale and — Part of the said Fly-boat or Vessel unto the said *A.* his Executors or Assigns, or to such others as he or they shall direct and appoint): Then, &c.

From the Company for the Discovery of new Trades, to pay a Sum of Money.

BE it known unto all Men by these Presents, That we the Governour and Company of *English* Merchants for Discovery of new Trades, are held and firmly bound unto *A.* of, &c. in — *l.* of lawful, &c. to be paid to the said *A.* his certain Attorney, Executors, Administrators or Assigns; to the which Payment well and truly to be made, we the said Fellowship of *English* Merchants for Discovery of new Trades, do hereby bind ourselves and our Successors firmly by these Presents; *In Witness* whereof we have caused the publick Seal of the said Fellowship to be affixed the — Day of — in the — Year of the Reign of our Sovereign, &c. and in the Year of our Lord God 17—

THE Condition, &c. That if the above-bound Governour and Company of *English* Merchants for Discovery of new Trades, and their Successors do and shall, &c. [*As a common Bond.*]

To pay the Rent of a Shop, upon letting the same for a Year, and six Months Warning, and to indemnify the Landlord from a former Tenant, and to deliver up Things at the End of the Term.

WHEREAS the above-named *B.* did formerly let at Will unto — *C.* a Shop, situated, &c. which said *C.* hath left the said Shop, and the above-bound *A.* hath desired and agreed to take the said Shop at the yearly Rent of — *l.* for one Year certain, from —, and for so long Time afterwards as both the said Parties shall agree, and until after the End of six Months Notice given by either of them, upon any of the Quarter-Days here-under mentioned, for leaving the said Premises which the said Parties do for that Purpose agree to give to each other accordingly; and after the End of such six Months Notice so given, the said *A.* doth agree to quit and give up the actual Possession thereof, with the Appurtenances unto the said *B.* *Now the Condition, &c.* That if the said *A.* his Executors, Administrators and Assigns do and shall truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, for the said Shop and Premises the said yearly Rent of — *l.* on the four usual Quarter-Days in the Year; *viz.* the

the 25th of *December*, the, &c. in every Year, by equal Portions; the first Payment thereof to begin and to be made on the, &c. now next, for and during the said one Year, and for so long Time afterwards as the said *A.* his Executors, Administrators, Undertenants or Assigns, shall enjoy the said Premises, without any Let, Denial or Interruption of or by the said *B.* his Executors or Administrators, and until the End of such six Months Notice shall be given by either of the said Parties unto the other of them, for leaving the same; and also if the said *A.* shall give such Notice as aforesaid, for leaving the said Premises; and if the said *A.* and all other Occupiers of the said Premises do and shall after six Months Notice in that Behalf given to the said *A.* his Executors or Assigns, or at the Premises aforesaid, deliver up the actual Possession of the said Premises, with the Doors, Window-Shutters, and all other Appurtenances thereunto belonging, in good tenantable Repair, unto the said *B.* his Executors and Assigns; and shall and do at all Times indemnify the said *B.* his Executors and Administrators from all Actions, Suits, Charges and Damages, by or from the said *C.* for or by Reason of the said Premises: Then, &c.

To pay what Money shall be awarded.

WHEREAS Differences are arisen and are depending between *A.* of, &c. Father of the above-bound *B.* and the above-named *C.* And whereas the said *A.* and *C.* have agreed, and do intend to seal and execute unto each other Bonds of Arbitration, to stand to such Award, Arbitrament and Determination, as *D. E.* and *F.* of, &c. or any two of them, (Arbitrators indifferently named between them) shall make on or before the —; And whereas the said *B.* hath agreed with the said *C.* that he the said *B.* shall and will well and truly pay, or cause to be paid unto the said *C.* all such Sum and Sums of Money as they the said Arbitrators. or any two of them shall award or order to be paid unto the said *C.* by the said *A.* within — Days, next after such Award shall be so made and given by the said Arbitrators, or any two of them unto the said Parties in Difference, on or at any Time before the said —, and a general Release signed, sealed and executed by the said *C.* unto the said *A.* of all Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of the said intended Reference or Bonds of Arbitration: Now therefore the Condition, &c. That if the said *B.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid, unto the said *C.* his Executors or Administrators, all such Sum and Sums of Money as the said Arbitrators, or any two of them shall by such their Award as aforesaid order the said *A.* to pay unto the said *C.* within — Days next after such Award shall be by them so made and given up, on or at any Time before the said — and a general Release, &c. (as above).

To

To pay a Sum of Money for Goods sold, and for Freight and Insurance upon their Arrival at Hamburg, and bear all Risque afterwards, the Obligors having then the Profits.

WHEREAS the above-bound *A.* and *B.* are bound out on a Voyage to *Hamburg* and other Parts beyond the Seas: *And whereas* the above-named *C.* at the Request of the said *A.* and *B.* hath shipt, or is to ship on board some Ship or Ships for *Hamburg* — Cloths and Stuffs, particularly mentioned in the Invoice thereof; which Goods by Agreement are or are to be consigned to the said *A.* and *B.* at *Hamb.* And they have agreed, and do hereby agree, to receive the same at *Hamb.* and pay the Freight thereof thither; and to dispose of the said Goods, and run all Risques of the same after their Arrival there; and to answer, pay and make good to the said *C.* at *London* for the said Goods and his Profits thereby, and for his bearing the Risque thereof to *Hamb.* the Sum of — *l.* of lawful, &c. as hereunder is mentioned: *Now the Condition, &c.* That if the said *A.* and *B.* their Executors or Assigns, or either, or any of them, shall and do receive the said Goods upon their Arrival at *Hamb.* and pay the Freight thereof thither, and run all Risques of the same after their Arrival there; and do and shall also truly pay, or cause, &c. satisfied and made good unto the said *C.* his Executors, Administrators or Assigns in *London*, for the said Goods and his Profit thereby, and for his Risque thereof to *Hamb.* as aforesaid, the said Sum of — *l.* of lawful, &c. on the — Day of — next ensuing the Date above-written; all further Advantages, by or in Respect of the said Goods being for the proper Accounts of the said *A.* and *B.* Then, &c.

To pay a Person a Sum of Money for helping to a Purchaser.

WHEREAS the above-named *B.* hath undertaken to procure or to be helping and assisting in the procuring and getting a Purchaser or Purchasers for the Manors or reputed Manors, &c. or of such Parts of the said Premises as *C. D. E.* and *F.* (who are by the Proprietors of the said Premises authorized and appointed to sell the same) or any three or more of them shall think fit; and in Consideration of the Pains and Trouble of the said *B.* in procuring a Purchaser or Purchasers for the said Premises, the above-bound *A.* hath agreed to pay and give to the said *B.* the Sum of 100 *l.* when the said Premises, or such Parts thereof as the Persons above-mentioned appointed to sell the same, are so sold, and the Purchase-Money paid for the same: *Now, &c.* That if the said *A.* his Heirs, Executors or Administrators shall and do well and truly pay, or cause, &c. unto the said *B.* his Executors, Administrators or Assigns, the said Sum of 100 *l.* when and as soon as the Premises aforesaid, or such Part thereof as the Persons appointed to sell the same, shall think fit to dispose of, and when the Purchase for the same shall be received: Then, &c.

To pay Money with a conditional Demise underneath.

A. tener' B.

THE Condition, &c. That if the said A. pay — l. with Interest at 6 l. per Cent. on the, &c. next; then, &c. And the said A. in Consideration of the said Sum of — l. paid and lent him by the said B. and for securing the Payment thereof with Interest as aforesaid, doth hereby grant, sell and demise unto the said B. his Executors, Administrators and Assigns, all that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, to hold all the said Premises unto the said B. his Executors, Administrators and Assigns, from the Date hereof, for the Term of 99 Years, and fully to be compleat and ended, without Impeachment of Waste, at the yearly Rent of one Pepper-corn, if demanded; *Provided* and upon Condition, That if the said A. his Heirs, &c. the Sum of — l. as aforesaid: Then the Sale and Demise of the said Premises, made as aforesaid, to be void and of none Effect.

From a Mother to Trustees, on Behalf of her Daughter, a Minor, to pay a Sum of Money, &c.

THE Condition, &c. That if the above-bound A. her Heirs, Executors or Administrators shall and do well and truly pay or, &c. unto the above-named B. and C. their Executors, Administrators or Assigns, the Sum of — l. of lawful, &c. on the — Day of — next ensuing the Date above-written, in Trust nevertheless and for the Use of D. A. a minor, Daughter of E. A. late of, &c. deceased, and of her the said A. (which said 25 l. was received by the said B. and C. for a full Dividend out of the Estate of F. one of the Executors of the said E. A. deceased, by Virtue of a Statute of Bankrupt awarded against him for 200 l. in his Hands, belonging to the Estate of the said E. A. and which said 25 l. is also Part of the Money given by the Will of the said E. A. to his said Daughter; the growing Interest whereof is thereby appointed to the said A. for the Maintenance of the said D. her Daughter; and which said Sum is also by Order of the Court of Chancery to be placed out at Interest by the said B. and C. for the said D. A.) Then, &c.

From a Master, to return Part of the Money received with his Apprentice, if he dies before he returns from a Voyage to the East-Indies.

WHEREAS B. C. Son of the above-named B. C. hath by Indentures of Apprenticeship, bearing Date the, &c. bound himself Apprentice unto the above-bound A. for the Term of — Years, from the Date of the said Indentures, as thereby may appear; and in Consideration thereof the said

B. C.

B. C. the elder hath before Sealing hereof paid and given the said *A.* the Sum of — the Receipt whereof the said *A.* doth hereby acknowledge: And whereas the said *B. C.* the younger is bound out with the said *A.* on a Voyage to *East-India*, in the Ship *D.* and from thence is to return to *London*, and the said *A.* hath agreed to pay back — *l.* of the said — *l.* by him received, as aforesaid, if the said *B.* the Apprentice shall happen to die during the said intended Voyage: Now therefore the Condition, &c. That if the said *B. C.* the Apprentice shall happen to depart this Life during the said intended Voyage, and before his Arrival therefrom to the Port of *London*, then and in such Case, if the said *A.* his Heirs, Executors or Administrators do and shall pay back, or cause to be paid unto the said *B. C.* the Father, his Executors, Administrators or Assigns, the said Sum of — *l.* Part of the said Money by him received as aforesaid, according to the Agreement aforesaid, and true Meaning of these Presents: Then, &c.

To pay a Sum of Money by half-yearly Payments.

THE Condition, &c. That if the above-bound *A. B.* and *C.* or either, or any of them, their or, &c. Heirs, Executors or Administrators do and shall well and truly pay, or, &c. unto the above-named *D.* her Executors, Administrators or Assigns, the Sum of 400 *l.* of lawful, &c. in Manner following, (that is to say) the Sum of 25 *l.* Part thereof on the, &c. which will be in the Year of our Lord 17—, 31 *l.* 5 *s.* more thereof, &c. (and 31 *l.* 5 *s.* twice more, on the same Days in another Year) in every Year afterwards successively, while and until the said principal Sum of 400 *l.* shall be fully paid, together with Interest, after the Rate of 6 *l.* per Cent. per Ann. of like Money, from the — Day of this instant Month of —, for the said Sum of 400 *l.* and for the remaining Parts thereof, to the respective Days and Times on which the same or any Part thereof shall become due and is to be paid; and until the said Sum of 400 *l.* and Interest thereof shall be fully paid, as aforesaid; Then this Obligation to be void: But if Default, &c. shall happen to be made in Payment of the said Sum of 400 *l.* or any Part thereof, or the Interest for the same on all or any of the several Days or Times on which the same shall become due and ought to be paid as aforesaid, contrary to the Limitation and true Meaning of these Presents: Then, &c.

For a Debtor to pay a Sum of Money, being a Moiety of a Debt according to a Composition with his Creditors, for 10 s. in the Pound; and in Default thereof to pay the whole Debt at the Rate of 20 s. in the Pound.

WHEREAS the above-named *B.* hath amongst other the Creditors of the above-bound *A.* sealed and executed a certain Writing, bearing Date, &c. now last past; whereby the said *B.* amongst other the Creditors of the said *A.* hath agreed to take 10 s. in the Pound, as a Composition in full, for every Pound, or 20 s. owing to him by the said *A.* which is to be paid

paid in Manner following (that is to say) 5 s. in the Pound, Part thereof, on the — Day of — then next, and 5 s. in the Pound more, Residue thereof on the — Day of —, which will be, &c. 1714. in which said Writing the said *A.* hath agreed, that if it shall be required by any of his Creditors, he shall and will give Bond to every of his Creditors for the said 10 s. in the Pound; with a Condition, That if any Default be made of the said Payment, as aforesaid, then to sue for their whole Debts, as if there had been no Composition; and in which said Writing is also contained a Proviso, that if the said *A.* shall make Default in either of the said Payments, then the said recited Writing is to be void, and of no Effect, as by the said recited Writing, Relation, &c. And whereas there was due and owing to the said *B.* at the Time of his Signing the said recited Writing, the Sum of 40 l. Now the Condition, &c. That if the said *A.* his Heirs, Executors or Administrators do and shall truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the Sum of 10 l. of lawful, &c. on the — Day of —, which will be, &c. 17—, being the Moiety of the Sum of 20 s. the Composition-Money, due for his said Debts, after the Rate of 10 s. in the Pound, or for every 20 s. due and owing to the said *B.* as aforesaid: But if the said *A.* his Heirs, Executors or Administrators shall make Default in Payment of the said Sum of 10 l. as aforesaid; then and in such Case, if the said *A.* his Heirs, Executors or Administrators do and shall truly pay, or cause, &c. unto the said *B.* his Executors, Administrators or Assigns, the Sum of 20 s. of lawful, &c. being the Moiety or half Part of his full principal Debt, owing to him by the said *A.* as aforesaid: Then and in either of the said Cases this Obligation to be void and of none Effect: or else, &c.

From a Person (impowered by Creditors to receive Debts assigned) to pay the Debtor a Sum of Money, and also a Salary out of his Debts, the Debtor accepting this Person's Bond for it, instead of two of the Creditors, who had covenanted that it should be done, upon the Debtor's Assigning his Debts to his Creditors.

A. tener' B.

WHEREAS in and by certain Articles of Agreement, dated, &c. made between the above-named *B.* of the one Part, and *C.* and *D.* of, &c. and the several other Persons, whose Names are mentioned in the Schedule theunto annex'd, Creditors of the said *B.* of the other Part (reciting as therein is recited) the said *B.* did thereby covenant with the said *C.* and *D.* within two Days after all his Creditors mentioned in the said Schedule had signed and sealed the said Articles to assign unto the said *C.* and *D.* in Trust for themselves and the rest of his said Creditors, all his Shop-Goods, at the Value of the first Cost, and all his Debts whatsoever which should amount to — l. or more, and amongst other Covenants therein contained, the said *C.* and *D.* for themselves and the rest of the said Creditors did thereby covenant to allow him for his own private Use, out of the first Money that shall be received out of the said Debts so to be assigned, the Sum of — l. and 20 s. per Week for 20 Weeks, to be accounted from

Z

the

the Date of such Assignment so to be made: *And whereas* the said *B.* hath accordingly by Deed dated, &c. assigned over his said Debts to the said *C.* and *D.* And they the said *C.* and *D.* have impowered, or do intend to impower the above-bound *A.* to collect and gather in the said Debts: *And whereas* the said *A.* at the Request of the said *C.* and *D.* and of the said *B.* is contented to become bound for Payment of the said — *l.* and the 20 *s.* per Week for 20 Weeks out of the first Monies that shall be received of the said Debts, whose Bond the said *B.* is willing to accept for the same, and to release the said *C.* and *D.* from the said Covenant, for that Purpose contained in the said recited Articles: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto the above-named *B.* his Executors, Administrators or Assigns, the said Sum of — *l.* of lawful, &c. and the said 20 *s.* per Week, for 20 Weeks, to be accounted from the Date of the said Assignment, by and out of the first Monies that he shall receive, for or in respect of all or any the several Debts mentioned in the said Schedule annex to the said Articles, and by the said *B.* assigned as aforesaid: Then, &c.

For a Mortgagor, to renew a Lease mortgaged, and to assign it for Security.

A. bound to B.

WHEREAS by Indentures bearing Date, &c. made between the said *A.* of the one Part, and the said *B.* of the other Part, the said *A.* in Consideration of — *l.* paid him by the said *B.* did demise, grant, bargain and sell unto the said *B.* all that the Manor of *T.* now called *D.* with all the Houses, Meadows, Pastures, Feedings, Fishings and Commons thereunto belonging, with the Appurtenances in —, which were demised by Indentures of Lease, bearing Date the, &c. from the Right Worshipful *C.* Doctor in Divinity, Dean of the Cathedral Church of *Ely*, and the Chapter of the same, unto the said *A.* To hold from the, &c. for all the Residue of the Term of 21 Years by the said Lease granted, under a Proviso for making void thereof on Payment of the Sum of —, with Interest, after the Rate of 6 *l.* per Cent. at the Time therein mentioned, and since past: *And whereas* by one other Indenture, bearing Date, &c. the said *A.* hath charged the said Premises as a Security unto the said *B.* as well for the Sum of — *l.* then lent with Interest, after the Rate of 6 *l.* per Cent. as of the aforesaid — *l.* and Interest thereof: *And whereas* by an Endorsement on the first recited Indenture, under the Hand and Seal of the said *A.* bearing Date the, &c. the said *A.* hath charged the said Premises as a Security unto the said *B.* for the further Sum of — *l.* then borrowed of the said *B.* and Interest thereof, as well as for the aforesaid two several Sums of — and —, and Interest thereof: *And whereas* the said three several principal Sums of — *l.* — *l.* and — *l.* and every of them, and every Part thereof on the Day of the Date hereof are and is due, owing and unpaid unto the said *B.* and there is likewise due and owing unto the said *B.* for Interest of the said several Sums, to the Day of the Date hereof, the Sum of — *l.* amounting in all, for Principal and Interest, to the Sum of —: *And whereas* the said *A.* is now about renewing the said Lease of the aforesaid Manor and Premises from the Dean and Chapter of *Ely*, and he the said *B.* at the Request

quest of the said *A.* hath delivered to the said *A.* the aforesaid Indenture of Lease, made and granted of the said Premises, by and from the said Dean and Chapter of *Ely*, that the same be surrendered, to the Intent a new or further Lease may be procured, renewed and taken by the said *A.* and to the Intent the said new Lease, when so granted by the said Dean and Chapter, may be by the said *A.* his Executors or Administrators assigned unto the said *B.* his Executors, Administrators or Assigns, for securing the Payment of the said several Sums of Money so due and owing unto the said *B.* amounting together to — as aforesaid, together with Interest for the same, after the Rate of *6l. per Cent. per Ann.* which the said *A.* hath agreed, and doth hereby agree to assign accordingly: *Now therefore* the Condition, &c. is such, That if the said *A.* his Heirs, Executors or Administrators shall and do on or before the — next ensuing the Date above-written, at his own proper Costs and Charges procure, obtain, renew and take of and from the Dean of the said Cathedral Church of *Ely*, and the Chapter of the same, a new or further Lease or Term of 21 Years, commencing from the Feast, &c. which was in the Year, &c. of the said Manor of *T.* and all and singular other the Premises in and by the said recited Indenture of Lease granted and letten, at and under the like Rent and Covenant as are reserved and contained in and by the said recited Indenture of Lease: *And also*, if the said *A.* his Heirs, Executors or Administrators, and all others claiming or to claim, under or in Trust for him or them, shall and do at his and their like Charge, on or before the — next ensuing the Date above-written seal, execute and deliver unto the said *B.* his Executors, Administrators or Assigns, a sufficient Assignment of the said new or further Lease so to be procured, renewed and taken of the Premises aforesaid, by way of Mortgage, in such Manner as the Counsel of the said *B.* his Executors or Assigns, shall advise and require for securing the said several Sums of Money, amounting to — so due and owing to the said *B.* for Principal and Interest, as aforesaid, together with Interest for the said several Sums, and subject to a Proviso to be therein contained for making void thereof upon Payment of the said full and entire Sum of —, with Interest, within the Space of six Months next after the Date above-written: Then, &c.

That an Apprentice shall serve the Term of Years mentioned in the Indentures of Apprenticeship, (being an Alien).

R*Ecite the Indentures.] Now the Condition, &c.* is such, That if the said — the Apprentice shall and do dwell, continue with and truly serve the said — his Master, for and during the Term of — Years from the Date of the said Indentures, to be accounted according to the Intent and true Meaning of the said Indentures of Apprenticeship: Then, &c.

From Churchwardens of a Parish, to pay a Sum of Money with Interest, borrowed by Order of a Vestry.

W*HEREAS* at a Vestry holden in the Parish of St. — above-mentioned on the — Day of —, it is amongst other Things ordered by the said Vestry, That a Sum not exceeding 50*l.* be borrowed by

the Churchwardens for the Use of the said Parish, as by the said Order of the said Vestry, Relation being thereunto had, may at large appear: *And whereas* the above-bound *A.* and *B.* have on the Day of the Date above-written borrowed, had and received of the above-named *C.* the Sum of — *l.* of lawful, &c. for the Use of the said Parish in Pursuance of the said Order of the said Vestry holden for the said Parish, the Receipt of which said Sum the said *A.* and *B.* do hereby acknowledge: *Now the Condition, &c.* is such, That if the said *A.* and *B.* or their Successors, Churchwardens of the said Parish, or their Assigns, shall and do well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of 50 *l.* with lawful Interest for the same of lawful, &c. on the — Day of — next ensuing the Date above-written: Then, &c.

From a Husband, that his Wife shall not claim Dowry, &c. out of the Premises purchased.

WHEREAS the said above-bound *A.* and *E.* his Wife have by Indentures of Lease and Release, the Lease bearing Date the — Day of this Instant —, and the Release bearing the Date above-written (with others in the said Indentures mentioned) granted, bargain'd, sold, released and confirmed unto the above-named *D.* and his Heirs and Assigns for ever, one full and equal Moiety or half Part of and in all that Messuage or Tenement, with the Barn, Stable, Garden, Backsides and Appurtenances thereunto belonging, situate, &c. therein particularly mentioned, as thereby, Relation, &c. *Now the Condition, &c.* is such, That if the said *D.* his Heirs and Assigns shall and do at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said one full and equal Moiety or half Part of the said Messuage and Premises so conveyed as aforesaid, and receive and take the Rents, Issues and Profits thereof, without any Let, Suit, Trouble, Claim or Demand, of or by the said *E.* Wife of the said *A.* or any other Person or Persons, by or through her Means, Act, Privy, Right or Procurement, of, for or in respect of the Dowry or Thirds, Right or Title of Dowry or Thirds by the Common Law of *England*, or other Right, Claim or Demand whatsoever, which the said *E.* his Wife shall or may have or claim, of, in, to or out of all and singular the said Premises conveyed as aforesaid: Then, &c.

Bond from a Mortgagor to Trustees (or Mortgagees) to pay the Remainder of Mortgage-Money (on their discharging their Mortgage, on receiving only Part) which Money was settled on a Person for the Uses and Purposes in the said Mortgage declared.

A. bound to B. and C.

WHEREAS the above-bound *A.* did heretofore by certain Indentures of Lease and Release, in Consideration of the Sum of 200 *l.* therein mentioned to be paid him, convey and assure unto the above-bound *B.*

B. and C. eight Houses with the Appurtenances, situate in, &c. 100 l. whereof is (by Indenture tripartite, bearing Date the, &c. and made or mentioned to be made between the said B. and C. of the first Part, D. of, &c. Widow (since deceased) and C. &c. of the second Part, and the said A. of the third Part) declared to be freely given by the said D. for the Uses and Purposes therein mentioned: And the said A. hath also paid to the aforesaid C. the other 100 l. of the said 200 l. which by and according to the Intent of the said Indenture tripartite is declared to belong and is payable to her the said C. *And whereas* they the said B. and C. have, according to their Power in that Behalf provided, given, and declared, in and by the said Indenture tripartite, agreed to accept of the said A.'s Obligation, only for securing the Payment of the said other 100 l. of the said 200 l. so given by the said D. for the Uses and Purposes declared concerning the same in and by the said Indentures tripartite; and have thereupon reconveyed the said Premises to the said A. his Heirs and Assigns: *Now therefore* the Condition, &c. is such, That if the said A. his Heirs, Executors or Administrators do and shall well and truly pay, &c. unto the said B. and C. or either of them, their, or either of their Executors, Administrators or Assigns, the said Sum of 100 l. of lawful, &c. with Interest for the same, after the Rate of — *per Cent. per Ann.* on the, &c. next ensuing the Date above-written, in Trust and for the Uses and Purposes mentioned and declared concerning the same, in and by the said recited Indenture tripartite: Then, &c.

To a Purchaser, for peaceable Enjoyment of the Lands sold by Lease and Release.

Note; The Conveyance was common with all the usual Covenants, but no particular Warranty, that being raised out, but I believe was designed; but the Bond was given instead thereof.

WHEREAS by Indentures of Lease and Release, the Lease bearing Date the — of this instant Month of —, and the Release bearing the Date above-written, both of them made between the said A. of the one Part, and the above-named B. of the other Part, the said A. for the Consideration therein mentioned hath granted, bargain'd, sold, released, confirmed and convey'd to the said B. and to his Heirs and Assigns for ever, all that Messuage or Tenement called —, &c. (*as in the Deeds*) as by the said recited Indenture, Relation being, &c. *Now the Condition, &c.* That if the said B. his Heirs and Assigns shall and do from Time to Time, and at all Times for ever hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said two several Messuages or Tenements, Lands, Grounds and Hereditaments, and all and singular other the Premises in and by the said recited Indentures, mentioned or intended to be granted, bargain'd, sold, aliened, released and confirmed with their and every of their Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Issues and Profits thereof to his and their own Use and Benefit, without any Let, Suit, Trouble, Molestation, Eviction, Recovery, Interruption, Claim and Demand whatsoever, of or by the said A. his Heirs or Assigns, or any of them, or any Claiming, or to claim under him or them, of or by any other Person or Persons whatsoever, by any Title prior to the Title of the said

said *A.* and that free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmless and indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Feoffments, Forfeitures, Jointures, Dowers and Titles of Dower and Thirds, Uses, Trusts, Wills, Intails and all other Estates, Charges, Titles and Incumbrances whatsoever, at any Time heretofore had, made, committed, done or suffered by the said *A.* or by any other Person or Persons whatsoever, by Title prior to the Right or Title of the said *A.* Then, &c.

Bond from an intended Husband to one of the Trustees, named in the Marriage-Settlement, to permit him to retain in his Hands the intended Wife's Fortune, until the Settlement is perfected, notwithstanding they should be married before.

C. bound to G.

WHEREAS by Indentures quadrupartite bearing the Date above-written, made or mentioned to be made between *A.* &c. (the Parties, as in the Deed only say, to the said *C.* and *G.* by the Name of *C.* &c. and *G.* of, &c.) reciting as therein is recited, in Consideration of a Marriage intended to be had and solemnized between the said *C.* and *D.* and of the Sum of 1500 *l.* being the Marriage-Portion of the said *D.* mentioned to be paid by the said *G.* on her Behalf, and for a Jointure for the said *D.* for her Life, in case she should survive the said *C.* and for other Considerations therein mentioned, the said *A.* and *C.* have assigned, or are to assign unto the said *G.* *H.* and *I.* their Executors, Administrators and Assigns, an Inn and several Messuages and Premises, situate in, &c. and the Lease thereof granted now to come and unexpired; and the said *A.* and *C.* and likewise the said *E.* and *F.* by their Direction have assigned or are to assign unto the said *G.* *H.* and *I.* their Executors, Administrators and Assigns, all and singular the Messuages, Lands, Meadows, Pastures, Copyhold Estates, Rents, Hereditaments and Premises, Part of or belonging to the Manor of — in the County of —, granted by Lease from the Dean and Chapter of, &c. aforesaid, to the said *E.* and *F.* dated the, &c. or which are situate in, or growing, or arising out of — aforesaid, and — and — in the said County of —, wherein the said *E.* and *F.* by Virtue of the Articles of Agreement therein recited and mentioned are possessed or interested in Trust for the said *A.* upon the several Trusts, and for the several Uses and Purposes, and subject to the several Proviso's, in the said recited Indentures quadrupartite mentioned and declared: *And whereas* the Time of Commencement of the last mentioned Lease is not, nor cannot yet be inserted in the Recital thereof in the said Indentures quadrupartite, by Reason whereof the several Persons thereunto cannot yet duly seal and execute the said recited Indentures; but the said Marriage at the Request of the said *C.* is notwithstanding to be speedily solemnized: *And whereas* the said *C.* in Consideration thereof, and as a Security for his procuring all the said Parties to the said recited Indentures quadrupartite, duly to seal, execute and perfect the said Indentures, hath agreed, and doth hereby agree with the said *G.* his Executors and Administrators, that he and they may retain and keep in his and their Hands the

the said Sum of 1500 *l.* the Marriage-Portion of the said *D.* until the said Indentures quadripartite shall be so duly executed and perfected by all the Parties thereunto, notwithstanding the Solemnization of the said intended Marriage: *Now therefore* the Condition, &c. That if the said recited Indentures quadripartite shall, on or before the — next ensuing the Date above-written, be signed, sealed and executed in due Form of Law, and in all Respects perfected by all and every the Parties thereunto; and one Part thereof so duly sealed and executed to be delivered unto the said *G.* for the Use and Benefit of the said *D.* And if the said *A.* and *C.* their Executors and Administrators shall and do permit and suffer the said *G.* his Executors and Administrators to retain and keep in his and their Hands the said Sum of 1500 *l.* and the Securities for the same in the mean Time, and until the said Indentures be so duly executed and delivered as aforesaid, without any Let, Suit, Trouble, Claim or Demand, of or by the said *A.* and *C.* their Executors or Administrators, or either of them, or any other Person or Persons by or through their, or either of their Means, Privity or Procurement; the said recited Indentures, or any Thing therein contained, or the Solemnization of the said Marriage to the Contrary notwithstanding: Then, &c.

Bond from an Heir, to indemnify an Executor from Persons claiming a Legacy.

C. Son of B. bound to A.

WHEREAS the above-named *B.* did make and declare his last Will and Testament in Writing, and thereof appointed the said *A.* Executor, in Trust for his two Sons the said *C.* and *D.* then a minor, who is since deceased, and in and by the said Will of the said *B.* there is given and bequeathed a Legacy or Sum of 100 *l.* to his Daughter *F.* now the Wife of *G.* And whereas the said *A.* and *C.* (who hath now attained his Age of 21 Years) have accounted together concerning the Estate of the said *B.* deceased; and the said *A.* hath renounced the said Executorship to the said *C.* and he the said *C.* hath fully released and discharged the said *A.* for and concerning the said Executorship, as by a certain Writing or Indenture of the Date of these Presents may at large appear: And whereas some Doubts have arisen about and concerning the said Legacy so given to the said *F.* now the Wife of the said *G.* who yet claims and demands the same: *Now the Condition, &c.* That if the said *C.* his Executors and Administrators do at all Times hereafter well and sufficiently save and keep harmless and indemnified, and secure and discharge the said *A.* his Executors, Administrators, Goods and Estate from and against the said *G.* and *F.* his Wife, and all other Person and Persons whatsoever claiming the said Legacy, or any Part thereof; and from all Actions, Suits, Arrests, Costs, Charges, Troubles and Damages whatsoever, that shall or may be commenced, sued, or prosecuted, or awarded against him, them, or any of them, for or by Reason of the said Legacy, Bequest or Gift of the said 100 *l.* in the said Will contained in any Manner of wise: Then, &c.

From

From a residuary Legatee and Executor (who was a Minor) on his attaining his Age, to indemnify the acting Executor from an Annuity payable during a Person's Life.

A. bound to D. and C. uxor' ejus.

WHEREAS *B.* late of, &c. deceased, did make and declare her last Will and Testament in Writing, dated, &c. and thereby amongst other Legacies gave and bequeathed to her Sister *E.* the Sum of 5 *l.* per *Ann.* during her Life, and gave the Residue of her Estate, after Payment of Debts and Legacies, to the above-bound *A.* and made the said *A.* and the above-named *D.* and *C.* his Wife (Mother of the said *A.*) Executors of her said Will; which said *A.* being then a Minor, the said *C.* took upon her the said Executorship, and hath acted therein; and the said *A.* having now attained her Age of 21 Years, the said *A.* and *D.* and *C.* his Wife have accounted together, and they have paid and delivered the residuary Estate of the said *B.* to the said *A.* according to the said Will; and the said *A.* hath fully released the said *D.* and *C.* his Wife, for and concerning the said Executorship, as by a certain Writing of the Date hereof may appear: *And whereas* the said *E.* the aforesaid Legatee is yet living, and thereby the said Annuity of 5 *l.* per *Ann.* is still payable according to the said Will: *Now the Condition, &c.* That if the said *A.* her Executors and Administrators do and shall truly pay, or cause to be paid unto the said *E.* or her Assigns, the said Sum of 5 *l.* per *Ann.* for and during her natural Life, quarterly, by equal Payments, according to the true Intent and Meaning of the said last Will of the said *B.* deceased; and shall and do at all Times hereafter discharge, and save, and keep harmless and indemnified the said *D.* and *C.* his Wife, and either of them, their Executors, Administrators, Goods and Estate, of and from the said annual Payment of 5 *l.* and from all Actions, Suits, Arrests, Costs, Charges, Troubles and Damages whatsoever, that shall or may be commenced, sued, prosecuted or awarded against them, or any of them, for or by Reason of the said annual Payment, in any Manner of wife: Then, &c.

Bond from a Legatee to an Executor, to indemnify him from the Legatee's Proportion of an Annuity payable to a Person during Life.

A. bound to G.

WHEREAS *D.* Widow and Relict of *E.* late, &c. by Writing or Deed-Poll under her Hand and Seal, bearing Date the, &c. by Virtue of the Power to her given by the Will of her said late Husband, did thereby give the Sum of 3000 *l.* to *F.* and the above-named *G.* in Trust to pay 1000 *l.* Part thereof to *K.* *C.* one of the Daughters of *C.* 800 *l.* Part thereof to *L.* *C.* one other of the Daughters of the said *C.* and 800 *l.* Part thereof to *B.* *C.* one other of the Daughters of the said *C.* at their respective Ages of 21 Years, or Days of Marriage, which should first happen, they paying to *M.* Sister of the said *D.* 20 *l.* a Year, so long as she the said

said *M.* should live, and gave the Residue of the said 3000 *l.* as therein is mentioned, as thereby may appear: *And whereas* the said *D.* made her last Will, &c. (as in the preceding, to) *And whereas* a Marriage is had between the above-bound *A.* and the said *B. C.* and thereupon the said *G.* the surviving Executor of the last Will of the said *D.* hath on or before the Day of the Date hereof paid unto the said *A.* and *B.* his Wife the said Sum of 800 *l.* of lawful, &c. and they have given the said *G.* a Discharge for the same: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors or Administrators, or any of them do and shall yearly and every Year, from the Feast-Day of, &c. last, &c. for and during the natural Life of the said *M.* well and truly pay, or cause to be paid, unto the said *M.* and her Assigns the yearly Sum of 6 *l.* 5 *s.* of lawful, &c. by equal quarterly Payments, on the four usual Feasts or Quarter-Days in the Year, viz. the Nativity, &c. and shall and do also at all Times hereafter well and sufficiently save and keep harmless and indemnified as well the said *G.* as also the said *H.* as Executors aforesaid, their Heirs, Executors and Administrators, and either and every of them, and their, either, and every of their Lands, Tenements, Goods and Chattels, and every of them of and from all Actions, Suits, Costs, Charges, Payments and Damages, for or in any wise concerning as well the said 6 *l.* 5 *s.* as the remaining 13 *l.* 15 *s.* of the said Annuity of 20 *l.* per Ann. or any Part thereof: Then, &c.

Bond from two Partners, to indemnify a Person who was joint Executor with one of them, on his quitting his Interest in a Lease that was granted to the Deceased, and joining in the Surrender of it, in order that a new one might be granted; and that they would pay the Rent, and perform the Covenant in the Lease.

WHEREAS, &c. [Recite the Lease granted to *C.* the Deceased, then] *And whereas* the above-bound *A.* who is Executor with the above-named *E.* of the Will of the said *G.* her late Husband deceased, and the above-bound *B.* are become Copartners in the Trade of a Goldsmith or Banker, which they now exercise in the aforesaid Messuage: *And whereas* the said *E.* hath agreed and doth hereby agree to acquit all his Term and Interest in the said Premises, as Executor aforesaid, to the said *A.* and *B.* and upon Request to join in a Surrender of the said Lease, if a new one may be made and granted to the said *A.* and *B.* and they the said *A.* and *B.* have agreed in the mean Time to indemnify and save harmless the said *E.* and the Estate of the said *C.* deceased, from the Rent and Covenants therein reserved and contained, from the — Day, &c. on the Tenant's Part to be paid and performed: *Now the Condition, &c.* That if the said *A.* and *B.* or either of them, their, or either of their Executors, Administrators and Assigns shall and do from the said — for all the Residue of the said Term of — Years by the said recited Lease granted, truly pay the said yearly Rent of —, in Manner as the same is therein reserved, and also perform, fulfil and keep all and every the Covenants, Clauses and Agreements therein also contained, which on the Tenant's or Lessee's Part and Behalf of the said Premises shall grow due, and ought to be kept and performed; and thereof, and therefrom, and from all Actions, &c. what-
A a soever,

soever, for or in any wise, concerning the same, do and shall from Time to Time, and at all Times hereafter well and sufficiently save and keep harmless and indemnified the said *E.*'s Executors, as aforesaid, his Executors and Administrators, and the Estate of the said *C.* deceased: Then, &c.

From one, that a Lessee shall execute a Counterpart of a Lease, he being beyond Sea.

WHEREAS the above-named *A.* and *B.* have on the Day of the Date hereof duly executed to the Use of *C.* of, &c. Brother of the above-named *D.* an Indenture of Lease under their Hands and Seals, bearing the Date above-written, of all that their, &c. for the Term of — Years from, &c. at the yearly Rent, &c. payable quarterly, as therein is mentioned, as thereby, Relation, &c. and have delivered the said Lease unto the said *D.* for the Use and on the Behalf of his said Brother *C.* which said *C.* is at present abroad beyond the Seas, so that he cannot seal and execute the Counterpart of the said Indenture of Lease: *Now therefore* the Condition, &c. That if the said *C.* shall and do within — next after his Return and Arrival at *London*, in due Form of Law seal and execute unto or to the Use of the said *A.* and *B.* their Heirs and Assigns, the Counterpart of the said Indenture of Lease, and deliver the same so executed unto them, or some of them; and if in the mean Time and While, and until the said *C.* shall so return, and execute, and deliver the Counterpart of the said Lease the said yearly Rent of — *l.* reserved and made payable by the said Indenture of Lease, shall be duly paid by the said *C.* his Executors, Administrators and Assigns, or some of them, according as the same is therein reserved and made payable; and also if in the mean Time, until the said *C.* shall so return, and execute, and deliver the Counterpart of the said Lease as aforesaid, all the Covenants, Articles, Clauses and Agreements contained in the said Indenture of Lease, on the Part and Behalf of the said *C.* his Executors, Administrators and Assigns to be done and performed, shall be observed, kept and performed by the said *C.* his Executors, Administrators or Assigns, or some of them, according to the true Meaning of the said Indenture of Lease and of these Presents: Then, &c.

*From a Husband, to leave his Wife a Sum of Money at his Decease, to be at her own Dispose, and Interest of — *l.* more, for Life; and the Use of Household Goods and Furniture, &c.*

A. B. bound to E. F.

WHEREAS a Marriage hath been lately had and solemnized between the said *A. B.* and *C. F.* Sister of the above-named *E. F.* And whereas the said *A. B.* in Consideration of the said Marriage, and of the Sum of Money which he hath had and received, or is to have and receive as the Portion of the said *C. F.* his now Wife; and for making a Provision for her Maintenance and Livelihood, in case she shall happen to survive

vive him, did before the Solemnization of the said Marriage promise and agree, That if the said *C.* shall survive him the said *A. B.* she shall have, receive and be paid out of his said Estate real or personal, the Sum of 500 *l.* to and for her own proper Use, and to be disposed of as she shall think fit; and shall also have and receive to her own Use the Interest or Profits of the further Sum of 500 *l.* of the Estate of the said *A. B.* and likewise have the Use and Wearing of all his Household Goods and Furniture, during her natural Life; and that for making good the Payment of the said Monies, in case of such the Decease of the said *A. B.* in the Life-time of the said *C.* his Wife, his Executors or Administrators shall within — after his Decease pay the Sum of 1000 *l.* according to the said Agreement, and for that Purpose herein after expressed and declared: *Now the Condition, &c.* is such, That if the said *C.* now Wife of the said *A. B.* shall happen to survive him the said *A. B.* then and in such Case, if the Heirs, Executors or Administrators of the said *A. B.* shall and do within — after his Decease well and truly pay, or cause to be paid unto the said *C.* now Wife of the said *A. B.* the Sum of 500 *l.* of lawful, &c. to and for her own proper Use and Benefit, and to be at her own free and absolute Disposal, without any Manner of Account to be given for or concerning the same; and shall and do also within the said —, after the Decease of the said *A. B.* pay, or cause to be paid unto the said *E. F.* his Executors, Administrators or Assigns, the further Sum of 500 *l.* of like Money, to the Intent and Purpose that the said *E. F.* his Executors, Administrators or Assigns, shall and do lend and place at Interest, the said last-mentioned Sum of 500 *l.* on such Security or Securities publick or private, or buy therewith Stock in the Bank of *England*, or in the South-Sea Company, as he shall think fit; and shall and do pay unto, or permit and suffer the said *C.* and her Assigns to have and receive all the growing Interest and Profits of the said last-mentioned 500 *l.* to and for her own proper Use and Benefit, and for her better Livelihood and Maintenance during her natural Life, without being accountable or answerable with or for any Loss that shall or may happen to or of all or any Part of the said 500 *l.* by Failure of any Security on which the same or any Part thereof shall be lent, or of the Stock that shall be bought therewith, or with any Part thereof, which it is hereby declared the said *E. F.* his Executors or Administrators shall not in such Case be any ways chargeable with or for, as aforesaid; and that immediately after the Decease of the said *C.* the said *E. F.* his Executors, Administrators or Assigns, shall and do pay the said last-mentioned Sum of 500 *l.* or assign and transfer such Security or Securities or Stock on which the same or any Part thereof shall be then lent at Interest, or which shall be bought therewith, or with any Part thereof unto the Executors or Administrators of the said *A. B.* or to such other Person or Persons as he by his last Will and Testament in Writing, or any other Writing under his Hand and Seal, testified by two or more credible Witnesses, shall direct and appoint; and also if the said *C.* now Wife of the said *A. B.* shall happen to survive him the said *A. B.* in such Case, if from and after such the Decease of the said *A. B.* she the said *C.* shall and do for and during her natural Life peaceably and quietly enjoy and have the free Use and Wearing of all and singular the Household Goods and Furniture which the said *A. B.* shall be possessed of, or which shall belong to him at his Decease, without any Let, Hindrance or Interruption of or by the Heirs, Executors or Administrators of the said *A. B.* or any other Person or Persons claiming by, from or under him, them, or any of them; or by or through his, their, or any of their Means, Act, Privy or Procurement: Then, &c.

To leave an intended Wife 200 l. at the Husband's Decease (if he leaves no Children) over and above other Provision made for her; and if he leaves Children, then 150 l. to the Wife, and 100 l. to the Children and to the Survivor, to be paid at their Ages of 21, or Marriage.

A. B. bound to E. F.

WHEREAS a Marriage is intended to be shortly had and solemnized between the above-bound *A. B.* and *C. D.* Spinster, Daughter of *G. D. &c.* And whereas the said *A. B.* in Consideration of the said Marriage, and of the Sum of —, the Monies of and which he is to have and receive with the said *C.* his intended Wife, hath agreed, That if the said intended Marriage shall take Effect, and the said *C.* shall happen to survive him the said *A. B.* that then she the said *C.* shall have and receive out of the Estate real or personal of the said *A. B.* the Sum of 200 l. of lawful, &c. (over and above what other Provision is likewise made for and towards the Maintenance of the said *C.*) in Case there shall not be any Child or Children begotten between them then living; and in Case there shall be any such Child or Children begotten between them then living, that then she the said *C.* shall have, receive and be paid out of his said Estate the Sum of 150 l. of like Money; and that such Child or Children, or the Survivor or Survivors of them, shall have, receive and be paid out of his said Estate the further Sum of 100 l. of like Money: Now the Condition, &c. is such, That if the said intended Marriage shall take Effect, and the said *C.* shall happen to survive the said *A. B.* and there shall not be any Child or Children begotten between them, living at his Decease; then and in such Case, if the said Heirs, Executors or Administrators of the said *A. B.* shall and do within one Month after his Decease pay, or cause to be paid unto her the said *C.* his intended Wife, to and for her own proper Use, Benefit and Maintenance, and over and above what other Provision is likewise made for or towards her Maintenance, the said Sum of 200 l. of lawful, &c. And if there shall be any Child or Children begotten between them, living at his Decease; then if the Heirs, Executors or Administrators of the said *A. B.* shall and do well and truly pay, or cause to be paid unto the said *C.* to and for her own proper Use, Benefit and Maintenance the said Sum of 150 l. of like Money, within one Month after the Decease of the said *A. B.* over and above what other Provision is made for or towards the Maintenance of the said *C.* as aforesaid; and shall also pay, or cause to be paid the further Sum of 100 l. of like Money unto such Child, if but one; and unto and between such Children and the Survivors of them equally, if more than one of the Body of the said *A. B.* on the Body of the said *C.* his intended Wife to be begotten, which shall be living at his Decease, when and as soon as such Child or Children, or the Survivors of them shall attain the Age of 21 Years, being a Son or Sons, and the like Age or Marriage which shall first happen, being a Daughter or Daughters: Then, &c.

To leave two full third Parts of Estate real and personal to an intended Wife, if she survives the Husband, and leaves no Children at his Decease; and if Children, then only one Third, and the other amongst Children, &c. and if the Wife dies in the Life-time of the Husband, leaving Children, then two Thirds to such Children.

A. B. bound to E. F. in a Sum double the Portion.

WHEREAS a Marriage is on the Day of the Date hereof had and solemnized between the above-bound *A. B.* and *C. F.* the younger Daughter of the above-named *E. F.* and in Consideration thereof, and towards the Marriage-Portion of the said *C.* the said *E. F.* hath conveyed and assured, or agreed to convey and assure unto the said *A. B.* Lands and Premises in the Province of *East New Jersey*, which by Agreement of the said Parties are reckoned and valued; and the said *A. B.* hath agreed to accept the same at and for the Sum or Value of 800 *l.* as Part of the Portion of the said *C.* his Wife, and he the said *A. B.* is to have and receive the further Sum of 200 *l.* of, &c. out of such Debts owing to the said *E. F.* in the said Province, and elsewhere in *America*, by Virtue of a Power for that Purpose given or to be given to the said *A. B.* by the said *E. F.* which said 200 *l.* together with the said 800 *l.* for which the said Lands are so conveyed or to be conveyed, is the full Sum agreed to be given by the said *E. F.* for the Portion of the said *C.* his Daughter, and which is declared and so accepted by the said *A. B.* to be for and in full of her said Portion, and of her Child's Part and Share, of, in and to the personal Estate of the said *E. F.* by the Custom of *London*, or otherwise howsoever: And in Consideration thereof, and to the End some Provision may be made for the Maintenance of the said *C.* if she shall happen to survive the said *A. B.* and such Child or Children on her Body begotten by the said *A. B.* as shall be then living; or if she shall survive him, and have no Child or Children then living, he the said *A. B.* hath agreed, and doth hereby agree, That she the said *C.* if she shall not have any Child or Children begotten by the said *A. B.* living at his Decease, shall have, receive and enjoy, to and for her own proper Use and Benefit, two full third Parts at the least; and if she shall survive the said *A. B.* and have one or more Child or Children begotten by the said *A. B.* living at the Decease of the said *A. B.* That then the said *C.* shall have, receive and enjoy, to and for her own proper Use and Benefit, one full third Part; and such Child or Children on her begotten by the said *A. B.* which shall be then living, shall have, receive and enjoy one other full third Part and Share; and if she shall depart this Life in the Life-time of the said *A. B.* and any such Child or Children on her begotten by the said *A. B.* shall be living at the Decease of the said *A. B.* then such Child or Children shall have, receive and enjoy two full and equal third Parts of all the Estate whatsoever and wheresoever, both real and personal, which the said *A. B.* or any other Person or Persons in Trust, for him or for his Use, shall be seized or possessed of, or which shall belong to him at his Decease in any Manner of wise: Now therefore the Condition, &c. is such, That if the said *A. B.* shall and do by any Deed or Deeds executed by him in his Life-time, or by his last Will and Testament, or by any other Ways or Means, well and sufficiently give,

give, bequeath, devise, convey or assure unto and for the proper Use and Benefit of the said *C.* his Wife, her Heirs, Executors and Administrators for ever, if she shall survive the said *A. B.* and shall not have any Children by him begotten then living, two full and equal third Parts at the least; and if she shall have any Child or Children then living, then if the said *A. B.* shall so give, bequeath, devise, convey or assure unto and for the proper Use of the said *C.* his Wife, her Heirs, Executors and Administrators for ever, as aforesaid, one full third Part; and unto and to the Use of such Child or Children on her begotten by the said *A. B.* then living, his, her and their Heirs, Executors and Administrators, one other full third Part at the least; and if she shall depart this Life in the Life-time of the said *A. B.* and any such Child or Children on her begotten by the said *A. B.* shall be living at the Decease of the said *A. B.* then if the said *A. B.* shall so give, bequeath, devise, convey or assure unto or for the proper Uses of all such Child or Children, his, her and their Heirs, Executors and Administrators, two full and equal third Parts of all and every such Messuages, Lands, Tenements, Hereditaments, Debts, Monies, Goods, Chattels, and all other the Estate whatsoever and wheresoever, both real and personal (the whole being in three equal Parts divided) which he the said *A. B.* or any other Person or Persons in Trust for him, or for his Use, shall be seized or possessed of; or which shall any Ways belong to him at the Time of his Decease: And if the Heirs, Executors and Administrators of the said *A. B.* shall and do well and truly pay unto, or permit and suffer her the said *C.* if she shall survive the said *A. B.* her Heirs, Executors and Administrators, and such Child or Children on her begotten by the said *A. B.* which shall or may be then living; or which shall be living at the Decease of the said *A. B.* in Case the said *C.* shall die in the Life-time of the said *A. B.* to have and take her, his, their and every of their Parts and Shares of all the said real and personal Estate, of or belonging to the said *A. B.* at his Decease, as aforesaid, in such Manner as is herein before mentioned and expressed, without any Let, Hindrance or Interruption of or by them, or any of them, or of, or by any other Person or Persons, by or through their or any of their Means, Consent, Default, Privity or Procurement, according to and in Pursuance of the said Agreement of the said Parties, and the true Intent and Meaning of these Presents: Then, &c.

That a Minor shall execute a Conveyance, when he attains his Age.

A. B. C. D. and E. F. &c. Executores & Executricem ult' volunt' sive testament' G. H. &c. defunct' to L. M.

Note; A. B. had the Reversion, in case of the other's Decease without Issue before the Age of 21.

WHEREAS, &c. [recite the Conveyance from the Obligors and others to the Obligee, and the Recitals therein, wherein it appeared that one *I. K.* concerned in the Fee, was not of Age.] *And whereas in Consideration of the said Sum of — l. so paid for the Purchase of the said Premises as aforesaid, the said A. B. C. D. and E. F. at Sealing the said recited Indenture tripartite agreed, That the said I. K. and his Heirs on*

his Attainment of his Age of 21 Years, shall at the Request and Charges of the said *L. M.* his Heirs and Assigns, seal and execute a Conveyance or Conveyances of the said two Pieces or Parcels of Land and Premises, and all his and their Estate, Right, Title, Interest, Claim and Demand, in Law and Equity, of, in and to the same, unto and to the Use and Behoof of the said *L. M.* his Heirs and Assigns, as herein after is mentioned: *Now the Condition, &c.* That if the said *J. K.* and his Heirs, shall and do upon Attainment of his Age of 21 Years; and in Case of his Decease, before Attainment of the said Age, or without Issue of his Body, if the said *A. B.* or such other Person or Persons to whom the Right and Inheritance of the said Premises, by Virtue of the said Will of the said *G. H.* shall then belong, shall and do at the Request, Costs and Charges in the Law of the said *L. M.* his Heirs or Assigns, seal and execute in due Form of Law, such Conveyance or Conveyances, Assurance or Assurances, for granting, assuring, conveying and confirming unto and to the Use of the said *L. M.* his Heirs and Assigns, the said two Pieces or Parcels of Land, and all and singular the said Premises, by the said recited Indentures tripartite mentioned, to be granted, bargain'd and sold; and all his, their, and every of their Estate, Right, Title, Interest, Inheritance, Claim and Demand in Law and Equity, of, in and to the same, in such Manner as by the said *L. M.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised and required, so as such Conveyance or Conveyances, Assurance or Assurances contain therein no further or larger Warranty or Covenant than against the Act or Acts of the Party or Parties required to make and execute the same, or any Claiming, by, from or under them, or by, from, under or in Trust for the said *G. H.* deceased, and so as the Party or Parties required to make and execute such Conveyances or Assurances, be not compelled or compellable to travel from his or their Place of Abode, for the making and executing thereof: Then, &c.

From a Tenant, to pay a Sum of Money for a Fine and Charges, when his Lease is duly executed, and to seal a Counterpart.

A. B. bound to C. D.

Note; C. D. was Rector of a Parish.

WHEREAS the above-named *C. D.* hath agreed, with the Consent and Confirmation of the Lord Bishop of *London*, and the Master and Wardens, Brothers and Sisters of the Guild or Fraternity of the Mystery of Drapers of the City of *London*, Patrons of the Parish-Church of *St. M.* in the City of *London*, when the same can be procured, to grant unto the above-bound *A. B.* a Lease of all that Messuage, &c. for the Term of 40 Years, from —, at the yearly Rent of —, to be paid quarterly, and with, under and according to the several Exceptions, Covenants, Proviso's and Agreements contained in an Ingrossment of the said intended Lease and Counter-part thereof, approved of and for that Purpose, signed by the said *C. D.* and the said *A. B.* which Lease, when duly executed and confirmed, as aforesaid, the said *A. B.* hath agreed to accept, and at the same Time to pay

pay to the said *C. D.* to and for his own proper Use, the Sum of — *l.* and also to execute a Counter-part thereof to the said *C. D.* and hath also agreed to pay the Charge of the Confirmation of the said Lease, so as the same shall not exceed the Sum of — *l.* Now the Condition, &c. is such, That if upon Delivery or Tender made of the said Lease of the said Premises, unto or for the said *A. B.* his Executors or Administrators, or some, or one of them at — duly signed, sealed and executed by the said *C. D.* in the Presence of, and attested by two or more credible Witnesses, and confirmed, as aforesaid, the said *A. B.* his Heirs, Executors or Administrators, or some of them, shall and do accept thereof, and shall then also, and at the same Time and Place pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of — *l.* and all such Charges as the procuring the Confirmation of the said Lease shall amount unto, so as the same shall not exceed the Sum of — *l.* and shall then also seal and execute a Counter-part of the said Lease, to the said *C. D.* Then, &c.

➤ Vide this Lease and Confirmation from the Bishop, &c. among Leases.

To return Part of the Money, given with an Apprentice, if the Apprentice dies before the Expiration of half of the Term of his Apprenticeship.

WHEREAS the above-bound *A. B.* at the Request of the above-named *C. D.* hath taken *E. D.* Son of the said *C. D.* to be his Apprentice in his Trade and Business of a — for seven Years, from the Day of the Date above-written to be accounted, as by his Indentures of Apprenticeship, bearing even Date with these Presents, may appear: And whereas in Consideration of the said *A. B.*'s taking the said *E. D.* to be his Apprentice, as aforesaid, the said *C. D.* hath at or before Sealing and Delivery hereof paid unto the said *A. B.* the Sum of 100 *l.* of lawful, &c. the Receipt whereof he doth hereby acknowledge: And whereas it is agreed between the said Parties, That if the said *E. D.* shall happen to die before the Expiration of the first three Years and an half, of the said Term of his Apprenticeship, the said *A. B.* is to return and pay back 50 *l.* of the said 100 *l.* by him received, as aforesaid: Now the Condition, &c. is such, That if the said *E. D.* shall happen to die or depart this Life at any Time before the Expiration of the first three Years and an half, of the said Term of seven Years; then and in such Case, if the said *A. B.* his Heirs, Executors or Administrators shall and do within six Months next after such the Decease of the said *E. D.* well and truly repay, or cause to be repaid, unto the said *C. D.* his Executors, Administrators or Assigns, the Sum of 50 *l.* of lawful, &c. Part of the said Sum of 100 *l.* so paid to him the said *A. B.* as aforesaid: Then, &c.

Another, to return several Parts of the Monies received with an Apprentice, if he dies within the first, second or third Year of his Apprenticeship; viz. 200 l. if within the first; 150 l. if within the second; and 100 l. if within the third Year.

WHEREAS *E. D.* Son of *F. D.* late, &c. deceased, and of the above-named *C. D.* by his Indentures of Apprenticeship, bearing the Date above-written, hath bound himself Apprentice unto the above-bound *A. B.* for the Term of seven Years, from the Day of the Date of the said Indentures to be accounted, as by the said Indentures of Apprenticeship, Relation, &c. And whereas the said *C. D.* hath at or before Sealing hereof, in Consideration of the said *A. B.* taking the said *E. D.* to be his Apprentice, and under and according to the Agreement here-under mentioned, paid unto the said *A. B.* the Sum of 350 l. of lawful, &c. the Receipt whereof the said *A. B.* doth hereby acknowledge: And whereas it was agreed between the said *A. B.* and *C. D.* before and at Sealing the said Indentures, that if the said *E. D.* shall happen to depart this Life within the first, second, or third Year of the said Term of his Apprenticeship, the said *A. B.* is to return and pay back such Part of the said Sum of 350 l. as herein after is mentioned: Now the Condition, &c. is such, That if the said *E. D.* shall happen to depart this Life at any Time before the Expiration of the first three Years of the said Term of seven Years, to be accounted as aforesaid, then and in such Case, if the said *A. B.* his Heirs, Executors or Administrators shall and do within one Month next after such the Decease of the said *E. D.* well and truly pay, or cause to be paid, unto the said *C. D.* her Executors, Administrators or Assigns, out of the said Sum of 350 l. by him received, the Sum of 200 l. of lawful, &c. in Case such the Decease of the said *E. D.* shall happen before the Expiration of the first Year of the said Term of his Apprenticeship; and in Case such the Decease of the said *E. D.* shall happen after the End of the said first Year, and before the Expiration of the second Year of the said Term of his Apprenticeship; then if the said *A. B.* his Heirs, Executors or Administrators shall repay, or cause to be paid the Sum of 150 l. of like Money; and in Case such the Decease of the said *E. D.* shall happen after the End of the two first Years, and before the Expiration of the third Year of the said Term of his Apprenticeship, to be accounted as aforesaid, if the said *A. B.* his Heirs, Executors or Administrators shall repay, or cause to be paid, unto the said *C. D.* her Executors, Administrators or Assigns, the Sum of 100 l. of like Money, out of the said Sum of 350 l. by him received, as aforesaid: Then, &c.

Memorandum; Endorsed for the Master, to discharge the Apprentice before the Term shall be expired in the Indentures.

I the within-named *A. B.* do hereby agree to discharge the within-named *E. D.* from his Service with me, by Virtue of the Indentures of Apprenticeship within-mentioned, on the — Day of —, which will be in the Year, &c. the said Indentures, or any Thing therein to the Contrary notwithstanding. Witness my Hand, the Date within,

B b

From

From several Part-owners of a Ship to a Purchaser, for his peaceable Enjoyment thereof.

K NOW all Men by these Presents, that *A. B.* of, &c. *C. D.* &c. *E. F.* &c. *G. H.* &c. and *I. K.* &c. are severally and respectively held and firmly bound unto *N. O.* of, &c. in the respective Sums following; viz. Each of them the said *A. B. C. D. E. F.* and *G. H.* in the Sum of 120 *l.* apiece of lawful, &c. and the said *I. K.* in the Sum of 180 *l.* of like Money, to be paid to the said *N. O.* or his certain Attorney, Executors, Administrators or Assigns; to which said several Payments, well and truly to be made, each of them doth hereby bind and oblige himself, his Heirs, Executors and Administrators, severally and respectively, but not jointly, nor one for the other, firmly by these Presents, sealed with our Seals, dated the — Day of —, Anno Dom. 17—, and in the — Year of the Reign, &c.

T HE Condition of the above-written Obligation is such, That if the above-named *N. O.* his Executors, Administrators and Assigns shall and do from henceforth at all Times for ever hereafter peaceably and quietly have, hold, possess and enjoy the several Parts of and in all that good Ship or Vessel called the —, of the Burthen of — Tuns, or thereabouts, now —, whereof — late was Master, which are granted and sold to the said *N. O.* by the above-bound *A. B. C. D. E. F. G. H.* and *I. K.* respectively, by Writing or Bill of Sale under their Hands and Seals, bearing the Date above-written, without any Let, Suit, Trouble or Interruption, and free and clear of all former and other Gifts, Grants, Bargains, Sales, Assignments, Debts, Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by them the said *A. B. C. D. E. F. G. H.* and *I. K.* respectively, or by any other Person or Persons whatsoever, and warranted against all Persons, according to the Purport, true Intent and Meaning of the said recited Bill of Sale, and of their several and respective Covenants therein contained: Then the above-written Obligation to be void, or else, &c.

From Purchasers, to pay a Sum of Money (retained in their Hands to satisfy the Incumbrance on the Premises purchased) with Interest, if none appear within a certain Term of Years.

T HE Condition, &c. is such, That if the above-bound *D.* and *E.* or either of them, their, either, or any of their Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid, unto the above-named *A.* his Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. on the, &c. which shall be, &c. and shall and do in the mean Time, and until the said Sum of — *l.* shall become payable, as aforesaid, well and truly pay, or cause to be paid, unto the said *A.* his Executors, Administrators or Assigns, the Interest of the said Sum of — *l.* at and after the Rate of 6 *l.* per Cent. per Ann. for one Year, from the Date of

of the above-written Obligation, to be accounted at and after the Rate of 5 l. per Cent. per Ann. from and after the End of the said first Year, while and until the said — l. shall become payable, as aforesaid, by equal Payments, at the End of every six Months; viz. on the, &c. and on the, &c. yearly, and in every Year successively; the first Payment of the said Interest to be made on the, &c. next, &c. then this Obligation, &c. But if Default shall happen to be made in Payment of the said Sum of — l. and the Interest thereof, or any Part of the said principal Sum, or the Interest thereof, on the said several Days and Times before limited for Payment thereof, and as the same shall grow due, and ought to be paid, as aforesaid; then it shall stand in full Force and Virtue.

From one who bought Part of a Ship at Sea of a Person, on Behalf of the Master, to pay the Consideration, if the Master sells it.

WHEREAS the above-named A. hath by Bill of Sale, &c. [Recite the Bill of Sale of a Ship] now on a Voyage to East-India: And whereas the said A. hath so sold the said — Part of the said Ship, for and on the Behalf of the said D. the Master and the said B. are to run the Hazard and Adventure thereof, during the said Voyage: Now the Condition, &c. That if the said B. his Executors, Administrators and Assigns shall and do, during the Term of three Years, from —, peaceably and quietly have, hold and enjoy the said — Part of the said Ship or Vessel, and Premises, with the Appurtenances, by the said recited Bill of Sale mentioned and intended to be granted, and receive and take the Profits thereof to his and their own Use and Uses, without any Let, Suit, Denial, Interruption, Claim or Demand, of or by the said D. his Executors or Administrators, or any other Person or Persons whatsoever: And also, if the said D. his Executors and Administrators, and all others, claiming or to claim, by, from or under him, shall and do within the said Term of three Years, at the Request, Costs and Charges of the said B. his Executors, Administrators and Assigns, make, seal and execute such further Acts, Deeds, Grants or Things, for the further granting, assuring and confirming the said — Part of the said Ship and Premises, with the Appurtenances, unto the said B. his Executors and Assigns, according to the true Meaning of the said Bill of Sale, as by the said B. his Executors or Assigns, or his or their Counsel shall be advised and required; then and in such Case, if the said B. his Heirs, Executors or Administrators do well and truly pay, or cause to be paid, unto the said A. his Executors and Assigns, the said Sum of — l. on the —, together with Interest for the said Sum of — l. after the Rate of —, from the Date of these Presents to the Payment thereof: Then, &c.

To make good Loss by Fire.

WHEREAS the above-named B. being interested in certain Messuages, situate in —, the above-bound A. in Consideration of the Sum of — to him paid at or before Sealing hereof, by the said B. hath

undertaken and agreed to bear, satisfy and make good unto the said *B.* all such Loss and Damage which within — from the Date hereof shall happen or come to the said Messuages, or any of them, by, or by Reason of Fire, so far forth as shall concern one full fourth Part of the Value of the said Messuages, and Loss thereto happening, as the same shall be adjusted, and so as such Loss or Damage shall not exceed the Sum or Value of —: *Now, &c.* That if the said *A.* his Executors and Administrators shall and do at his and their own Charge, bear, sustain, satisfy and make good unto the said *B.* his Executors, Administrators or Assigns, all such Loss and Damage which within the said — shall happen or come to the said Messuages, or any of them, so far forth as shall concern one fourth Part of the Value of the said Houses, and Loss and Damage thereunto happening, as the same shall be adjusted, and so as such Loss do not exceed the Sum or Value of —, according to the true Meaning of the said Parties, and of these Presents: Then, &c.

From a Father, that his Son, an Apprentice turned over, shall serve till of Age, and then bind himself.

WHEREAS *D.* Son of the above-bound *A.* by his Indentures of Apprenticeship under his Hand and Seal, dated —, bound himself Apprentice unto *E.* since deceased, for the Term of —, from —, and by *F.* Executor of the said *E.* by Writing under his Hand and Seal, bearing Date herewith, is assigned and turned over, with the Good-liking of the said *D.* to the above-named *B.* as by the said recited Indentures of Apprenticeship, and Assignment, Relation, &c. may appear: *Now, &c.* That if the said *D.* shall and do for so long Time of the said Term of —, in the said Indentures of Apprenticeship mentioned, as he shall be under the Age of 21 Years, and until he shall attain the said Age, well, truly and faithfully continue with and serve the said *B.* as his Apprentice, according to the true Meaning of the said recited Indenture of Apprenticeship: And likewise if the said *D.* shall and do within — after Attainment of his said Age of 21 Years, sign, seal and execute unto the said *B.* his Executors or Administrators, an Indenture, or other sufficient Writing, wherein and whereby to bind and oblige himself unto the said *B.* his Executors and Administrators, for and during the then Residue of the Term of —, in the said recited Indentures mentioned, as aforesaid, and according to the true Meaning thereof; as by the said *B.* his Executors or Administrators, or his, or their Counsel shall be advised and required: Then, &c.

From one who undertakes to indemnify a Security from Part of his Bond. Penalty 300 l.

WHEREAS the above-named *B.* at the special Instance and Request, and for the only Duty of *C.* by Obligation, &c. stands bound to *D.* in Penalty with Condition thereunder written, reciting therein,

That,

That, &c. for the Truth of a Brewer's Clerk, as by the said recited Obligation, &c. And whereas the above-bound *A.* is contented to secure and indemnify the said *B.* his Heirs, Executors and Administrators, for and from the Sum or Value of 200 *l.* of such Sum or Sums of Money, Charges, Payments or Damages, which he or they may sustain, or be put unto; or which may be recovered against him, upon or by Virtue of the said recited Obligation: *Now the Condition, &c.* That if the said *A.* his Heirs, Executors or Administrators, for and to the Sum or Value of 200 *l.* of, &c. as aforesaid, do and shall from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless, &c. (*as common*) bound to indemnify to, sustain, or be put unto, upon or by Virtue of the said recited Obligation, so far as shall amount unto or concern the said Sum of 200 *l.* but for no greater Sum, Cost, Charge or Damage, which shall or may be recovered or awarded thereupon: Then, &c.

Covenants.

Covenants.

To hold Parts of a Ship to be built, and pay Proportions of the prime Cost and Outset.

WE whose Hands and Seals are hereunto set, do for our selves, our Executors and Administrators, severally and respectively, and not jointly, nor one for the other, nor for the others, act, covenant, promise and agree, to and with *I. I. &c.* his Executors, Administrators or Assigns, by these Presents, That each of us will hold and be concerned in the several Parts by us respectively subscribed with our Names, to these Presents, of and in a new Ship or Vessel, to be of the Burthen of — Tuns, or thereabouts; for the Building whereof the said *I. I.* hath at our Request and with our Consent contracted and agreed with *T. W. &c.* by Articles of Agreement, bearing Date, &c. Of which Ship when built and finished, we also agree, that *M. O. &c.* shall go and be Master; and that each of us respectively will pay our full Proportion, according to our Parts in the said Ship hereunder subscribed, of the Sum of Money to be paid for the Building of the said Ship, at the Times and in Manner as the same shall become due by the said Contract or Agreement in that Behalf; and likewise of the Charge of the Outset and fitting the said Ship to Sea for such a Voyage, as the major Part of the Owners thereof, according to their Parts therein, shall agree and think fit. *In Witness, &c.*

Another, to buy, or build.

WE, &c. (as above) That each of us shall and will be concerned, take and hold the several Parts, by us respectively subscribed with our Names hereunto, of and in such Ship or Vessel, which the said *I. I.* shall think fit to buy or build, of the Burthen of — Tuns, or thereabouts, for the *Virginia* Trade, and whereof *M. O.* is to be Master: And that each of us, our Executors and Administrators will pay our respective Shares and Proportions, according to our Parts in the said Ship subscribed hereto, of the prime Cost thereof, and likewise of the Charges of her Fitting and Outset to Sea for such a Voyage, as the major Part of the Owners thereof shall agree: And we do hereby also severally appoint the said *I. I.* to be and act as Husband of the said Ship. *In Witness, &c.*

To hold Parts of a Ship, when bought.

WE, &c. (*as above*) That each of us will hold and be concerned in the several Parts, by us here-under severally subscribed, of and in a certain Ship or Vessel, called the *B.* of the Burthen of — Tuns, or thereabouts, now at, &c. whereof *I. T.* late was, and whereof *T.* shall go Master, when the same is bought by the said *I. I.* For the Buying whereof the said *I. I.* with our Consent hath agreed, or is about to agree with the present Proprietors thereof: And we do further severally, but not jointly, covenant and agree, to and with the said *I. I.* his Executors and Assigns, That each of us will pay our respective Shares, according to our Parts in the said Ship here-under subscribed, of the Sum of Money or Price, which the said *I. I.* hath agreed, or shall agree to pay for the said Ship, as the same shall become payable, or be agreed by him to be paid; and likewise of the Charge of her Fitting and Outfit to Sea, for a Voyage to *Virginia*, or such other Voyage as the major Part of the Owners thereof shall agree upon Demand. *In Witness, &c.*

To buy Parts of a Ship on certain Terms, if the Owners will sell.

WHEREAS *I. H.* of, &c. hath on the Date hereof bought of *E.* &c. fifteen 32 Parts of the *N.* Burthen about — Tuns, now, &c. whereof *T. D.* is Master, for the Sum of — *l.* being at the Rate or Price of — *l.* for the whole Ship: Now the said *I. H.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *E.* his Executors and Assigns, That if the Rest of the Part-owners of the said Ship, or any of them, at any Time before the Departure of the said Ship from *Gravesend* outwards, on her next Voyage after the Date hereof, shall be minded to sell their, or any of their several Parts in the Ship, unto the said *J. H.* his Executors or Administrators, at and after the same Rate of — *l.* for the whole Ship, to be paid as here-under is mentioned; and shall give Notice thereof to the said *J. H.* his Executors or Administrators; that then he the said *J. H.* his Executors and Administrators will buy the other Parts of the said Ship from such of the said Part-owners, or any of them which shall give such Notice, and request him to buy their Parts, as aforesaid, and will pay for the same proportionably, after the Rate of — *l.* for the whole Ship; viz. — *l.* Part thereof upon the executing a sufficient Bill of Sale thereof, — *l.* more thereof, &c. *In Witness, &c.*

From a Part-owner, to give Refusal to another, when minded to sell his Part.

TO all, &c. *A.* of, &c. sendeth Greeting. Whereas *B.* and *C.* of, &c. and *D. E.* of, &c. at the Request of the said *A.* are become Owners with him, each of them of two fifth Parts of, &c. in the good Ship or Vessel, called the *F.* Burthen about — Tuns, now at, &c. whereof *G.* is Commander;

mander, and the said *A.* is Owner of the remaining fifth Part thereof. *Now* these Presents witness, that the said *A.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, by these Presents, That in Case the said *A.* his Executors or Administrators shall at any Time or Times hereafter, during the Time that the said *B. &c.* shall continue Part-owner of the said Ship, be minded to sell and dispose of his said fifth Part of the said Ship, he the said *A.* his Executors and Administrators shall and will give Notice thereof to the said *B. &c.* their Executors or Administrators, or some, or one of them, that they may have the Refusal thereof, before he sells or disposes thereof otherwise. And if they or any of them shall be minded to buy the same, he the said *A.* shall sell unto the said *B. &c.* or any of them, the said fifth Part of the said Ship, with her Appurtenances, at the same Rate or Price any other Person will (*bona fide*) give for the same. *In Witness, &c.*

From Part-owners, to pay the Proportion of such Bills as the Captain shall draw on two of them, on the Ship's Account, during the Voyage.

WE whose Hands and Seals are hereunto set, Part-owners of the good Ship or Vessel, called the *O.* Burthen about — Tuns, now, *&c.* whereof *I.* is Commander, and bound out on a Voyage to *E.* do each of us for ourselves, our Executors and Administrators severally and respectively, but not jointly, nor one for the other, nor for the others, act, covenant, promise and agree, to and with *A. &c.* and *B.* of, *&c.* also Part-owners of the said Ship, severally and respectively, and their several and respective Executors and Administrators, by these Presents, that each of us respectively, our Executors or Administrators, according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay, or cause to be paid unto the said *A.* and *B.* on Demand, our several Proportions, according to our said respective Parts of the said Ship, of all such Sum and Sums of Money which shall become due and payable upon any Bill or Bills which shall or may be drawn or charged on the said *A.* and *B.* or either of them, by the said *I.* the Commander of the said Ship, during her intended Voyage, for or on Account of the said Ship, or the Owners thereof, or when and as any such Bill or Bills shall from Time to Time become payable, and we severally order the said *A.* and *B.* or either of them, to accept all or any such Bill or Bills which the said *I.* shall draw on them or either of them, for or on Account of the said Ship, or the Owners thereof. *In Witness, &c.*

From the Part-owners of a Ship, to pay their Parts of Tradesmens Bills.

WE whose Hands and Seals are hereunto set, Part-owners of the good Ship or Vessel, called the *O.* Burthen, *&c.* now, *&c.* whereof *B.* is Commander, and bound out, and ready to depart on her Voyage to Sea, do each

each of us for ourselves, our Executors and Administrators, severally and respectively, but not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree to and with the said *B.* his Executors and Administrators, that each of us respectively, our Executors or Administrators, according to our several Parts, of and in the said Ship, by us severally subscribed with our Names hereunto, will pay, or cause to be paid to the said *B.* or to his Order, within ——— Months after the Date hereof, our several Proportions, according to our respective Parts of and in the said Ship, of the Sum of ——— *l.* owing to, contracted for, or agreed to be paid by the said *B.* to several Persons Tradesmen, for Work done, Goods and Stores delivered for the said Ship's Use for her said intended Voyage, as by their several Bills delivered in, appears; and that each of us will at all Times indemnify and keep harmless the said *B.* his Executors or Assigns, from our respective Proportions of the said Sum, according to our Parts in the said Ship, and from all Actions, Suits, Costs, Charges and Damages by Reason thereof. *In, &c.*

From Part-owners, that if a Ship is taken, to pay Proportion of Redemption of her.

WHEREAS the Ship called the *E.* whereof *J.* of, &c. is Master, is bound out on a Voyage to *S.* and thence back to *London*: Now we whose Names are here-under subscribed, do covenant, promise and agree for our selves severally and respectively, and for our several and respective Executors and Administrators, to and with the said *J.* his Executors and Administrators, by these Presents, That if the said Ship and Cargo shall happen to be taken by the *French*, during the said Voyage; and if the said *J.* shall redeem, or agree for the Redemption of the same, which in such Case we impower him to do accordingly, that then we and every of us and our respective Executors and Administrators, shall and will reimburse and pay unto the said *J.* our respective Shares and Proportions of all such Monies as he shall *bona fide* agree, or pay for the Redemption thereof, according to the Value of our several Parts and Proportions of and in the said Ship and Cargo, at the Time of such Redemption, or Agreement for the same, the said Sum or Price being reduced to an equal Average for Ship and Cargo. *In Witness, &c.*

To hold Parts in a Cargo.

WHEREAS the several Persons here-under subscribed have agreed to make up the Sum of ——— *l.* between them, which is to be laid out in a Cargo of Goods, to be sent to *A.* in such a Ship as they or the major Part of them agree for that Purpose; and that the said Cargo shall be there sold and disposed of by *S.* who they also agree shall be Supra-Cargo thereof; and that the Effects thereof shall be brought to *London* in the said Ship: Now the said several Subscribers do hereby severally and respectively, and for their several Executors and Administrators only, and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with the other and others of them, their Executors and Administrators, That each of them shall and will be concerned for Profit and Loss of and in the said Cargo, according to their respective Parts thereof here-under subscribed; and that each of them will pay their several proportionable Parts of the Costs thereof, according to their respective Parts subscribed, as aforesaid. *In Witness, &c.*

C c

From

From Mariners, to continue on Board a Ship, under Penalty of double their Wages.

WE whose Hands and Seals are hereunto set, do severally, but not jointly, nor one for the other, agree with *J.* Commander of the Ship *A.* Burthen about — Tuns, now in, &c. and bound out on a Voyage to *B.* and back to *London*, That in Consideration of the Wages to be paid us respectively for our Services to be performed on board the said Ship, in her said intended Voyage, at the Rates mentioned in these Presents, each of us respectively will serve on board, and continue in and with the said Ship, during all the said intended Voyage, and until her Return and Discharge at the Port of *London*, without departing from, or leaving the said Ship or the Service thereof in any wise; and do also acknowledge to have received of the said Captain *J.* one Month's Pay, on Account of our said Wages: And to the Performance of these Presents we do hereby severally oblige ourselves, our Executors and Administrators unto the said *J.* his Executors and Assigns, in double the Sum of Money which the Wages to grow due for our respective Service shall amount unto, firmly by these Presents. *Witness, &c.*

Another, under Forfeiture of their Wages.

WE who have here-unto set our Hands and Seals, being hired as Mariners, to serve on board the Ship *M.* Burthen about — Tuns, whereof *R.* is Master, in her intended Voyage to *N.* and thence to any Port or Places in *E.* and so to return to *London*, or some other Port in *England*, do hereby severally, in Consideration of our Wages to grow due to us respectively, covenant and agree to and with the said *R.* That each of us respectively will serve on board, and continue in and with the said Ship, during her said intended Voyage, and until her Return and Discharge therefrom into the River of *Thames*, or to some other Delivery-Port, without departing from, or leaving the said Ship or the Service thereof, under the Penalty to forfeit and lose our respective Wages to grow due for our Service in the said Ship, by Virtue of these Presents, which in such Case shall be pleaded and allowed as a Bar and Discharge of, for and from the Wages payable, or to become due to such of us which shall depart from, or leave the Ship as aforesaid.

Another.

KNOW, &c. That we who have subscribed our Hands, and set our Seals hereunto, do severally, but not jointly, nor one for the other, declare and agree with *G.* Commander of the Ship *A.* now at, &c. and bound out on a Voyage to *C.* and back to *London*, that we have severally shipt our selves on board the said Ship, for her said Voyage, at or for the several Wages mentioned herein, and inserted against our several Names here-under subscribed; And we do hereby severally and respectively, and not jointly, nor one for the other, covenant and agree, to and with the said *G.* his Executors, Administrators and Assigns, That in Consideration of the several

Sums

Sums of Money to us paid at or before Sealing hereof, and of our Wages to grow due to us respectively for the said Voyage, each of us respectively will serve on board, and continue in and with the said Ship during all the said intended Voyage, and until her Return and Delivery of her Loading at the Port of *London*, without departing from, or leaving the said Ship, or the Service thereof, under the Penalty to forfeit and lose the Wages which shall be then due to us respectively, for our Service in the said Ship, and such Goods and Things aboard the same, belonging to such of us as shall depart from, or leave the Service of the said Ship, contrary to the true Meaning of these Presents, for or towards Damages, by Virtue of these Presents, which in such Case shall be so and for that Purpose used, pleaded and allowed as a sufficient Power and Authority for detaining, keeping and disposing of such Goods and Things aboard the said Ship, and likewise for and as a sufficient Discharge of and from the Wages which shall be due and belonging to such of us which shall so depart from, or leave the said Ship and her Service as aforesaid, and from all Actions, Suits, Judgments, Executions, Claims and Demands in Law and Equity, concerning the same. *In Witness, &c.*

From Mariners, to go at less Wages than hired, if Peace happens.

WE whose Hands and Seals are hereunto set, Officers and Mariners hired to serve on board the Ship *A.* in her present intended Voyage from *London* to *B.* and thence back again to *London*, whereof *I.* is Commander, do hereby severally, but not jointly, nor one for the other, covenant and agree to and with the said *I.* his Executors, Administrators and Assigns, that each of us respectively will serve on board, go and continue in and with the said Ship during all her said intended Voyage, and until her Return to the Port of *London*, at and for the Wages by us severally agreed for with the said *I.* and at which we were severally by him shipt for, in Case the War between *England* and *France* shall continue during the said Voyage, and until such her Return, as aforesaid; but if Peace shall be concluded between *England* and *France*, at any Time during the said Voyage, and before the said Ship's Return to *London*; then we do hereby severally agree with the said *I.* his Executors and Administrators, that each of us will be contented with, and take for and in full Satisfaction and Discharge of our respective Wages or Pay, which shall or may grow due for our Service on board the said Ship, for the said Voyage, from the Time that Peace between *England* and *France* shall take Effect, and so be concluded, as aforesaid, at and after the several Rates here-under mentioned; *viz.* the Chief Mate and Carpenter at and after the Rate of — *l.* per Month; Boatswain at and after the Rate of — *l.* per Month; the Foremast Men, at and after the Rate of — *l.* per Month, without demanding or expecting any further Allowance whatsoever. *In Witness, &c.*

To pay Debts owing on Account of Part of a Ship.

WHEREAS *M. &c.* by Writing or Bill of Sale under her Hand and Seal dated herewith, for the Consideration therein mentioned, had sold to *I. &c.* one full and equal 3^d Part, of and in all that good Ship or Vessel called the *N. Burthen* about — Tuns, now, *&c.* whereof *S.* is Commander; and of all Freight and Sums of Money, due and unreceived on Account of the said — Part of the Ship, as thereby, Relation, *&c.* And whereas before and at the Time of Sealing the said recited Bill of Sale, it was agreed between the said *M.* and *I.* that the said *I.* his Executors and Administrators should and is to pay all or any Debts or Money which is or are owing and unpaid, on Account of the said — Part of the said Ship, for her Outset for any former Voyage or Voyages; or otherwise if any such should be due: Now therefore the said *I.* in Consideration of the said Sale so to him made, and in Pursuance of the said Agreement, as aforesaid, doth hereby for himself, his Executors and Administrators covenant, promise and agree, to and with the said *M.* her Executors, Administrators and Assigns, that he the said *I.* his Executors and Administrators, shall and will bear and pay all such Debts, Sum and Sums of Money which at or before the Day of the Date hereof are or may be due, owing and unpaid, on Account of the said — Part of the said Ship to him sold, as aforesaid, for or on Account of the said Ship's Outset for any former Voyage or Voyages, or otherwise howsoever; and thereof, and therefrom, and from all Actions, Suits, Payments, Charges and Damages by Reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said *M.* her Executors and Administrators, and her and their Goods and Estate. *In Witness, &c.*

To pay Proportions of Bills of Exchange for a Cargo of Fish at Newfound Land.

TO all, *&c. A. and B. &c.* send Greeting. Whereas by a certain Writing under the Hands and Seals of *C. &c.* and the said *A.* and *B.* bearing Date, *&c.* they have authorized and appointed *D.* Commander of the *E. Burthen* — Tuns, or thereabouts, bound out on a Voyage from *London* to *N.* and in Case of his Mortality or Absence, the succeeding Commander of the said Ship, to buy, purchase and receive on board her this present Voyage as much found merchantable *Newfound-Land* Fish as will compleat and fill the said Ship's Loading, and to draw Bill or Bills of Exchange on the said *C.* for the Value and Amount of such Fish, payable at *London*, — Days after Sight; which Bill or Bills of Exchange the said *C.* hath hereby promised and obliged himself, his Executors and Administrators, to accept and pay at — Days after Sight; And whereas the said *A.* and *B.* are interested and concerned in the said intended Cargo of Fish so to be bought for the Loading of the said Ship, as followeth, *viz.* The said *A.* is interested in one full half Part thereof; and the said *B.* is interested in one full fourth Part thereof; and as to their said Parts thereof, it is hereby declared, the said *C.* at their Request and on their Accounts respectively, hath undertaken to accept such Bill or Bills of Exchange which shall be drawn for the said intended Loading of the said Ship, as aforesaid: Now therefore *know*

ye, That each of them the said *A.* and *B.* for himself, his Executors and Administrators severally and respectively, and not jointly, nor one for the other, nor for the other's Act, doth covenant, promise and agree to and with the said *C.* his Executors, Administrators and Assigns by these Presents, That each of them the said *A.* and *B.* his Executors and Administrators respectively, upon Notice in that Behalf given or left to or for them the said *A.* and *B.* their Executors, Administrators and Assigns, at their respective present dwelling Houses, or Places of Abode, shall and will truly pay, or cause to be paid their several Parts following; *viz.* the said *A.* one half Part; the said *B.* one Quarter, or fourth Part of all such Sum and Sums of Money which in or by any such Bill or Bills of Exchange which shall be so drawn on the said *C.* for the Value or Amount of such Fish, which by, or by Virtue of the above-recited Order or Authority shall be so bought and purchased for the said Ship's Loading as before is mentioned, shall be mentioned and express'd, and shall thereupon become due and payable according to the Tenor thereof and true Meaning of these Presents, and of and from their several Parts thereof, and from all Actions, Suits, Costs, Charges, Payments, Troubles and Demands concerning the same, shall and will at all Times hereafter save and keep harmless and indemnified the said *C.* his Heirs, Executors and Administrators, and his and their Goods and Estate, and every of them, a Penalty from the said *A.* in — *l.* and from *B.* in — *l.* *In Witness, &c.*

Covenants to pay Money borrowed on Bills of Exchange, if not paid when become due.

TO all, &c. *A. &c.* sendeth Greeting. *Whereas C.* hath drawn a Bill of Exchange upon *D.* for — *l.* dated at, &c. payable to *E.* or Order the, &c. following; which said Bill the said *D.* hath accepted: *And whereas, &c.* (the Recital of another) as by the said Bills of Exchange, Relation being thereunto respectively had, may appear: *And whereas B. &c.* hath at the Request of the said *A.* paid the said *A.* the said two several Sums of — *l.* and — *l.* which will become due on the said two Bills of Exchange, the Receipt of which said Sums the said *A.* doth acknowledge. *Now* these Presents witness, That the said *A.* in Consideration of the said Sum of — *l.* so by him received, doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *B.* his Executors, Administrators and Assigns, by these Presents, That if the said several Sums of Money shall not be duly paid by the said *D.* on the Day aforesaid, on which the same will become due and are to be paid, that then he the said *A.* his Executors and Administrators will truly pay, or cause to be paid, unto the said *B.* his Executors, Administrators or Assigns, the said two several Sums of — *l.* and — *l.* due upon the said recited Bills of Exchange, or such Part, and so much thereof, as shall not be so duly paid by the said *D.* in Case he or they shall make Default of Payment thereof; to the Payment and Performance whereof the said *A.* doth hereby bind himself, his, &c. unto the said *B.* his, &c. in the Sum or Penalty of — *l.* firmly by these Presents. *In Witness, &c.*

Covenant between Masters of two Privateers, to pay Charges relating to Prizes equally.

WHEREAS *A.* Commander of the Privateer or Vessel called the *B. Burthen* — Tuns, or thereabouts, and *C.* Commander of the Privateer or Vessel called the *D. Burthen* — Tuns, or thereabouts, have together in and with the said Vessels or Privateers lately taken several Ships or Vessels which are brought to several Ports or Places in *England*, in Order for their Condemnation as Prizes: *Now* these Presents witness, that it is mutually declared and agreed by and between the said *A.* and *C.* and each of them doth hereby covenant and agree, to and with the other of them, That all Charges of Waiters on board the said Vessels, or any of them, and of Prosecutions against, and condemning of them, or any of them, or their Lading, or otherwise, about or concerning all or any the said Vessels, or their Lading which are so already taken by the said *A.* and *C.* and about all or any other Vessels or Prizes which shall hereafter happen to be taken by the said *A.* and *C.* together, or in Company, shall be equally paid, defrayed and born by and between them the said *A.* and *C.* and by and on the Account of their two several Privateers aforesaid, equally Share and Share alike; to the Performance whereof each of them the said *A.* and *C.* bindeth himself, his Heirs, Executors and Administrators, and the Privateers or Vessels whereof each of them is Commander, as aforesaid, unto the other of them, his Executors and Administrators, mutually and interchangeably, in the Sum or Penalty of — *l.* lawful, &c. apiece, firmly by these Presents. *In Witness, &c.*

From Part-owners, to stand to Arbitration, with the Master.

WHEREAS Differences have arisen and are depending between *A.* of, &c. *B.* of, &c. *C. D. E. F. G.* and *H.* &c. late Part-owners of the Pink, or Vessel called the *E. Burthen* about — Tuns, whereof *I.* of, &c. late was Master, of the one Part, and the said *I.* of the other Part, concerning the Accounts of the said *I.* relating to the said Pink, which was lost in or about the Month of *January* last in her homewards Voyage from *M.* which Differences and all other Matters and Things relating to the said Ship are referred, and the said Parties do hereby agree to refer to the Arbitrament, Judgment, final End and Determination of *K. &c.* and *L. &c.* Arbitrators indifferently named and chosen by and between all the said Parties, to award, order, judge and determine of and concerning the same: *Now therefore* these Presents witness, that the said *A.* and *B. &c.* for themselves, their Executors, Administrators and Partners severally and respectively, and not jointly, nor one for the other, nor for the other's Act, do covenant, promise and agree to and with the said *I.* his Executors and Administrators, by these Presents, that each of them of the said *A. B. C. &c.* for his, and their, and Partners own Parts respectively, shall and will observe, perform, fulfil and keep the Award, Order, Judgment, and Determination, which the said *K.* and *L.* Arbitrators as aforesaid, shall make, publish and declare in Writing, indented under their Hands and Seals, concerning the said Matters in Difference, and hereby referred, as aforesaid; and all, or any Actions, Suits and Causes there-

thereof, Accounts, Reckonings, Sum and Sums of Money, Payments, Covenants, Contracts, Agreements, Promises, Controversies, Damages, Claims and Demands concerning the same and the said Ship, on or before the, &c. To the Performance whereof the said *A. B. C. &c.* bind themselves, their Heirs, Executors and Administrators, severally and respectively for themselves and Partners only, and not jointly, nor one for the other, nor for the other's A& unto the said *I.* his Executors, Administrators and Assigns, in the several Sums or Penalties following; *viz.* The said *A.* in the Sum or Penalty of — *l.* of lawful, &c. the said *B.* in the Sum of — *l.* of like Money (*and so on with the rest, in Proportion to their Parts*) firmly by these Presents. *In Witness, &c.*

Another, from the Part-owners and Master, to be made a Rule of Court, and another Sort of Penalty.

WHEREAS Differences and Suits have arisen and are depending between *A. B. C.* and *D.* of, &c. Part-owners of the good Ship or Vessel, called the *A.* Burthen about — Tuns, whereof *E.* late was Master of the one Part, and the said *E.* of, &c. of the other Part, about and concerning the said Ship, and her late Voyage to *I.* and back to *London*, and the Accounts thereof; all which Differences and Accounts, and all other Matters and Things concerning the said Ship, and her said late Voyage, and all Actions, Suits and Causes thereof, Accounts, Reckonings, Sum and Sums of Money, Payments, Covenants, Agreements, Controversies, Damages, Claims and Demands between the said Parties concerning the same, all the said Parties do hereby agree to refer, and the same are hereby referred and submitted to the Arbitrament, Judgment, final End and Determination of *F. G.* and *H.* of, &c. or any two of them, Arbitrators indifferently named and chosen by and between the said several Parties, to award, order, judge and determine of and concerning the same, as here-under is mentioned: *Now therefore* these Presents witness that the said *A. B. &c.* for themselves, their Executors and Administrators, severally and respectively, &c. (*As above*) Judgment and Determination, in, about and concerning the said Matters hereby referred; which *F. G.* and *H.* Arbitrators as aforesaid, or any two of them, shall make, set down and declare in Writing, indented under their, or any two of their Hands and Seals, on or before, &c. To the Performance whereof, the said *A. B. C.* and *D.* bind themselves, their Heirs, Executors and Administrators, severally and respectively, and not jointly, nor, &c. unto the said *E.* his Executors, Administrators and Assigns, in their several Proportions, according to their Parts in the said Ship, of the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents: And it is hereby agreed, by and between the said Parties, That these Presents, and the Submission hereby made of the said Matters in Controversy, shall be made a Rule of his Majesty's Court of *King's Bench*, to the End the said Parties in Difference shall be finally concluded by the said Arbitration by these Presents intended, pursuant to the late Act of Parliament in that Case made and provided. *In Witness, &c.*

Another,

Another, from Part-owners and Freighters, with an Umpire.

WHEREAS Differences have arisen and are depending between *A. &c.* sole Owner of the good Ship or Vessel, called the *S.* Burthen about — Tuns, and *B.* of, *&c.* Executor of the last Will and Testament of *C.* late Master of the said Ship, of the one Part; and *D. E. F.* and *G.* of, *&c.* Freighters of the said Ship of the other Part, concerning the said Ship and her Loading, which in her Voyage from *Arch.* to *Pe.* in the Year, *&c.* was by Stress of Weather forced from her Anchors, and drove ashore at or near *S.* which Differences, and likewise all Actions, Suits and Causes thereof, Covenants, Contracts, Agreements, Sum and Sums of Money, Payments, Damages and Demands concerning the same, and all Matters or Things relating to the said Ship, her Lading and Voyage aforesaid, are referred; and the said Parties do hereby agree to refer to the Arbitration, final End and Determination of *L.* and *M. &c.* Arbitrators, *&c.* And if they do not make their Award within the Time here-under limited, then to the Umpirage of *O. &c.* as here-under is mentioned. *Now therefore* these Presents witness, *&c.* (*As in the first, till these Words*) any Actions, Suits and Causes thereof, Covenants, Contracts, Agreements, Sums of Money, Payments, Damages, Claims and Demands whatsoever, concerning the same: And in case the said Arbitrators shall not make and declare such their Award of and concerning the Premises within the Time before limited; that then each and every of them shall and will stand to and perform the Award and Umpirage which the said *O.* shall make and give up in Writing, indented under his Hand and Seal, on or before the, *&c.* in and concerning the said Matters in Difference, and all or any Actions, Suits and Clauses thereof, Covenants, Contracts, Agreements, Sums of Money, Payments, Damages, Claims and Demands whatsoever, concerning the same: To the Performance whereof, *&c.* (*As above*) Proportions, according to the said Ship's Lading of the Sum or Penalty, *&c.* *In Witness, &c.*

Mutual Covenant, to stand to a Valuation.

THIS Writing indented made the, *&c.* between *J. &c.* of the one Part, and *G. &c.* of the other Part. *Whereas* the said *J.* is possessed and interested of and in four several Messuages or Tenements, with the Appurtenances, situate and being in or near, *&c.* which he holds by three several Leases from *E.* and are now in the several Occupations of *B. C.* and *D.* *And whereas* the said *J.* and *G.* have treated together for the Sale and Purchase of the said four several Messuages or Tenements, and of his the said *J.*'s Term and Interest therein; and have agreed, and do hereby mutually agree, to leave the Value or Price which he the said *G.* is to give, and the said *J.* to receive for the said four Messuages, and his Term and Interest therein, unto the Judgment and Determination of *P.* of, *&c.* and *N. &c.* *Now* these Presents therefore witness, that it is mutually agreed by and between the said *J.* and *G.* and each of them for himself, his Executors and Administrators, doth covenant and agree, to and with the other of them, his Executors and Administrators respectively, as followeth; *viz.* That he the said *J.* shall and will take and receive of the said *G.* such a Price or Sum of Money,

Money, for, and thereupon convey and assure, or cause to be assured unto the said G. the said three Leases, and his Term and Interest, Claim and Demand, of and in the said four several Messuages or Tenements; and that he the said G. will in like Manner pay and give to the said J. the Price or Sum of Money for the same, upon his the said J.'s Granting and Assigning thereof in such Manner as the Counsel of the said G. shall advise, according as they the said P. and N. shall by Writing under their Hands and Seals value the same at, and for that Purpose order and declare, on or before the, &c. next ensuing the Date hereof: To the Performance whereof, &c. mutual Penalties in — *l. In Witness, &c.*

Covenant from Freighters, to receive their Goods as they rise, and to pay an Average, to be settled by two Persons named, for Damages sustained in the Ship.

WHEREAS the Ship *M.* Burthen about — Tuns, whereof *G.* is Master, lately arrived at *P.* from the Island of *B.* did in her said homeward Voyage meet with a violent Storm and bad Weather, by Reason whereof, and for the Preservation of the said Ship and her Loading from being utterly lost, the said Master was forced to cut away, and did cut away and throw over board her Masts and Rigging, and the said Ship suffered other Damages in her Hull, and it is believed her Loading has also received great Damage: Now we the several Persons whose Hands and Seals are hereunto set, Freighters or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned; do for ourselves, our Executors and Administrators, severally and respectively; and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with the said G. his Executors and Administrators, that each and every of us the said Freighters or Persons concerned in, or to whom the said Ship's Loading is consigned, will receive and take his and their respective Goods, as they rise, and will bear all Damages happened thereto; as aforesaid, without demanding or expecting any Allowance, by or from the said Ship, or the said Master, or the Owners of the said Ship, or otherwise, for or in Respect thereof (Imbezilments by any of the said Ship's Company excepted) and will likewise pay the full Freight for our respective Goods according to the respective Bills of Loading, or as by Charter-Party is or shall be due and payable for the same; and will also pay and allow such Average and Contribution, for and in respect of our said Goods, for the Loss sustained by the said Ship, as *A.* and *B.* &c. whom we do for that Purpose hereby severally desire, order and impower to value and adjust the same, shall think just and reasonable, and shall for that Purpose award, declare, order and appoint by Writing under their Hands and Seals: To the Performance whereof, &c.

From Part-owners and Freighters of a Ship, that an Average on the Ship and Loading, for Damage sustained by the Ship, shall be settled by two Persons.

WHEREAS, &c. [*Recite as before*] Now we whose Hands and Seals are here-unto set, Part-owners of the said Ship and Freighters, or Persons concerned in, or to whom the Goods and Loading of the said Ship are consigned, do hereby for our selves, our Executors and Administrators, severally and respectively, and not jointly, nor one, &c. covenant and agree, to and with the said G. his Executors and Administrators, that the Loss and Damage sustained by the said Ship, and her Goods and Loading, in her said homeward Voyage, shall be adjusted and determined by A. and B. &c. (whom we do for that Purpose hereby severally desire, order and impower to value and adjust the same, and to award and order such an Average upon the said Ship and the therein Goods which are saved, as they shall think just, reasonable and sufficient; and to pay and make good the Loss and Damage sustained, as aforesaid); and that each of us respectively, for and in respect of our several Parts in the said Ship and her Loading will bear, and pay our respective Proportions, according to our Parts in the said Ship and her Loading, and the Value of our Goods therein, of such Average which the said A. and B. shall by Writing under their Hands and Seals award, declare, order and appoint in that Behalf: To the Performance whereof, &c.

From Freighters, to pay so much per Hogshead for their Goods, towards making good Damage sustained by a Ship.

WHEREAS, &c. [*Recite as before*] Now we the several Persons whose Hands and Seals are hereunto set, Freighters of, or Persons concerned in, and to whom the said Goods and Loading of the said Ship in her said homewards Voyage are consigned, taking into our Consideration the great Damage sustained by the said Ship, and for making some Allowance towards the same, do for our selves, our Executors and Administrators, severally, and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree to and with the said G. his Executors and Administrators, that each and every of us the said Freighters, or Persons concerned in, and to whom the said Ship's Loading is consigned, shall and will pay and allow, or cause to be paid, unto the said G. his Executors, Administrators or Assigns, — *l. per Hogshead*, for every Hogshead of Sugar, for all or such Part of our respective Loading on board the said Ship, which shall come out and be delivered without Damage, over and above, and together with the Freight which by our respective Bills of Loading, or by Charter-Party in that Behalf shall be payable for the same, notwithstanding the Covenants or Agreements between the said G. and the Part-owners of the said Ship to the contrary: *In Witness, &c.* This may be with a Penalty.

From

From Part-owners and Freighters of a Ship that suffered Damage in her Voyage, that the Part-owners shall not demand any Allowance from the Freighters, and the Freighters to take their Goods without any Allowance for Damage.

WHEREAS, &c. (As above) Now these Presents witness, That for the preventing, quieting and ending all or any Differences and Disputes which might otherwise happen or be made about or concerning the Damage sustained by the said Ship and Cargo, and all Actions, Suits and Demands in respect thereof, it is covenanted, declared and agreed, by and between the several Persons whose Hands and Seals are hereunto set, being Part-owners of the said Ship and Freighters of, or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned, for themselves, their Executors and Administrators respectively, as followeth; *viz.* That each and every of them the said Parties, for and in Respect of their several Parts in the said Ship, and her Goods and Loading, shall and will stand to, and bear all the Loss and Damage sustained by and come to the said Ship, in her Hull and Rigging; and likewise in or to all or any Part of the Goods or Loading ship'd on board her at B. aforesaid; and that they the said Part-owners, or the said Master of the said Ship, nor any of them, shall not, nor will ask, demand or expect, of and from the said several Freighters or Persons concerned in the said Loading, any Average, Contribution or Allowance whatsoever, for or towards making good the Damage sustained by the said Ship, as aforesaid; and that they the said Freighters or Persons concerned in, and to whom the said Goods and Loading are consigned, shall and will receive and take his and their respective Goods (or so much thereof as are saved, and not lost or perished by Reason or Means aforesaid, as they shall arise) and will stand to and bear all Damage happened thereunto, without demanding or expecting any Allowance, by or from the said Ship, or the said Master, or the Owners of the said Ship, or otherwise, or in Respect thereof; and shall and will pay Freight for all such Goods which remain and shall be received by them respectively from on board the said Ship in Proportion, according to the several Rates which by their respective Bills of Loading, or by Charter-Party in that Behalf ought to be paid. *In Witness, &c.*

Covenant to stand to an Average amongst the Freighters.

WHEREAS the Ship K. Burthen about — Tuns, whereof B. is Master, now at, &c. arrived at P. in her homewards Voyage from B. the, &c. and on the, &c. by Reason of a violent Storm and bad Weather, the said Master, for the Preservation of the said Ship and her Loading, was forced to cut away her Main-mast by the Board, which by its Fall carried away the Mizzen-mast; and the said Ship did then also receive other Damage in her Hull, Rigging, Boats and otherwise; and in Regard the Goods and Loading aboard her, or Part thereof, may also have received Damage by the said Storm; Now it is consented to and agreed by the several Persons whose Hands, &c. [The same as in the Covenant from Freighters, &c. till these Words] Imbezilments by any of the Ship's Company excepted;

and that each of them will also pay and allow — for every Hoghead of Sugar, and proportionably for all other Goods on board the said Ship, which shall belong to them respectively, towards the Damage sustained in the said Ship, in her said homeward Voyage, as aforesaid; and will likewise pay the full Freight for the respective Goods, according to their respective Bills of Loading, or as by Charter-Party is or shall be due and payable for the same, or any Part thereof. *In Witness, &c.*

From Freighters, to pay Average for a Ship, to stay at Arch. a whole Winter.

WE, the several Freighters and Loaders of the said Ship *A.* Burthen about — Tuns, in her Voyage to and from *Arch.* do hereby for our selves, our Executors and Administrators, severally and respectively, but not jointly, nor one for the other, covenant and agree, to and with *R. of, &c.* Master of the said Ship, that we will respectively come to and average for, and that each of us in Proportion, according to our Tunnage in the said Ship, and our Goods or Loading therein, will pay or allow our respective Parts of the Charges and Damages to the Owners of the said Ship, by Reason of her being detained by Extremity of Weather, and staying at *A.* during the last Winter's Season, over and above, and together with the Freight by us severally to be paid for our respective Goods or Loading aboard the said Ship. *Witness* our Hands and Seals here-under set, *&c.*

Covenant from a Master to a Part-owner, that the Part-owner shall not pay above a limited Sum for the Outset of his Part.

TO all, *&c. N. &c.* sendeth Greeting. *Whereas* the said *N.* by Bill of Sale under his Hand and Seal bearing Date herewith, in Consideration of — *l.* to him paid by *S. &c.* hath granted, bargain'd and sold unto the said *S.* — Part of the Ship or Vessel, called the *P.* Burthen about — Tuns, and of all her Appurtenances, as thereby, Relation, *&c.* *And whereas* the said Ship or Vessel is now fitting out for a Voyage to *C.* and back again to *L.* and it is agreed between the said *N.* and *S.* that the said *S.* is not to pay or be chargeable with any other or greater Sums of Money, than the Sum of — *l.* for the Outset of his said — Part of the said Ship to Sea on her said intended Voyage. *Now* therefore these Presents witness, that the said *N.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *S.* his Executors and Administrators, that the Outset to Sea of his said — Part of the said Ship, for this her present intended Voyage shall amount unto more than the said Sum of — *l.* he the said *N.* his Executors and Administrators, shall and will pay the same out of his and their own Monies, and discharge the said *S.* his Executors and Administrators therefrom, and from all Actions, Costs, Charges and Damages by Reason thereof. *In Witness, &c.*

Covenant for Tunnage.

WHEREAS *A.* Master of the Ship *C.* Burthen about — Tuns, now at *A.* is bound out and intends to sail in and with the said Ship, with the first fair Wind, after the, &c. from *A.* aforesaid to *Arch.* in *Russia*, and to stay — Days, to take in the said Ship's Loading; and the said Time being expired, or the said Ship sooner dispatched, to return to *London*, and deliver the said Loading in — Days, and there to end her Voyage. Now these Presents witness, that each of us the said several Persons who have signed and sealed these Presents, hath hired and taken, and doth hereby agree to take the several Proportions of the said Ship's Tunnage by us respectively subscribed with our Names to these Presents; and therefore each of us for himself, his Executors and Administrators, severally and respectively, and not jointly, nor, &c. doth hereby covenant and agree, to and with the said *A.* his Executors, Administrators and Assigns, that each of us, his Executors, Factors or Assigns, shall and will lade, or tender to be laden aboard the said Ship at *Arch.* aforesaid, such a Quantity, and so much Goods and Merchandizes as will fully load the several Parts of the said Ship's Tunnage, by us respectively subscribed, as aforesaid; and will respectively dispatch the said Ship at *Arch.* within the said — Days after her Arrival there, and within — Days after the said Ship's Arrival at *L.* will receive and discharge our respective Goods from aboard the said Ship, and discharge the said Ship out of our Service; and also shall and will truly pay, or cause to be paid, unto the said *A.* his Executors or Assigns, Freight for our respective Parts of the said Ship's Tunnage, at and after the Rate of — *l.* Sterling per Tun, for every Tun of the said Goods which the said Ship shall deliver to us, our Executors or Assigns respectively at *L.* and proportionably for a lesser Quantity than a Tun, accounting the Tunnage as followeth; viz. of Hemp, &c. and will severally pay the said Freight to grow due, as aforesaid, &c. To the Payment and Performance of all which said several Covenants and Agreements herein contained, each of us bindeth himself, his Executors and Administrators, and his Goods, severally and respectively, and not jointly, nor, &c. unto the said *J.* his Executors, Administrators and Assigns, in double the Value of the Freight, to be paid by each of us respectively for the several Parts of the said Ship's Tunnage by us respectively subscribed, as aforesaid, firmly by these Presents. In, &c.

Another.

THIS Writing indented made, &c. between *I.* &c. Part-owner of the good Ship or Vessel, called the *Q.* Burthen, &c. now at, &c. and bound out a Voyage to *D.* and thence to *London*, whereof *E.* is Master, of the one Part, and *B.* of, &c. of the other Part, Witnesseth that the said Part-owner doth let unto the said Merchant three 16 Parts of the said Ship's Tunnage, for her Voyage from *D.* to *L.* And that the said Merchant hath hired the same; and therefore the said Part-owner doth hereby covenant, to and with the said Merchant, his Executors and Assigns, that the said Ship shall within — Days after her Arrival at *D.* take in for the said Merchant — Tuns of Lead, and so much Leather as Factors of the said Merchant shall lade, or

or tender to be laden aboard her, for the full Loading, the said Part or Proportion of the said Ship's Tunnage letten, as aforesaid; and that the said Ship being laden there, shall depart thence, and sail to *L.* directly, and there make a right Discharge and Delivery thereof unto the Factors of the said Merchant (the Dangers of the Seas, &c.) And the said Merchant for, &c. (covenants with the said Part-owners) that he or they will lade, or tender to be laden aboard the said Ship at *D.* within the — Days after her Arrival there, the said — Tuns of Lead, and as much Leather as will lade the said Proportion of her Tunnage to him letten, as aforesaid; and receive and discharge the same from aboard the said Ship at *L.* and will pay unto the said Master of the said Ship Freight for the said Goods upon a right Discharge, and Delivery thereof at *L.* as followeth; viz. after the Rate of, &c. Penalties. *In Witness, &c.* The Payment of the Freight as usual.

 *Vide Agreements for Freight.*

From Merchants, to pay Freight, and perform other Agreements than mentioned in Charter-Party upon the Ship's going to other Ports than was limited her.

WHEREAS the Ship *A. B.* Master is now abroad in a Voyage, in Pursuance of a certain Charter-Party between the said *A. B.* and *C. D.* of, &c. And whereas *F. G.* Part-owner of the said Ship, for himself and on the Behalf of the rest of the Part-owners of the said Ship, and the said *C. D.* have for good Reason thought fit that the said Ship before her Return to the Port of *L.* may sail and go to and lade at, and from such other Ports or Places, and perform such other Service for such Freight, and upon such Terms as the said Master and the Factors of the said Merchant shall agree upon; and thereupon the said *F. G.* hath for himself and on the Behalf of the rest of the Part-owners of the said Ship, given Liberty to the said *A. B.* to sail and proceed with the said Ship accordingly. Now the said *C. D.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *F. G.* his Executors and Administrators, by these Presents, that he the said *C. D.* shall and will well and truly pay such Freight, and do and perform all such Agreements which shall grow due to be paid, and ought to be performed by him for any such Service or Employment of the said Ship, as aforesaid, as the same ought to be paid and performed, according to the Agreement in that Behalf between the said Masters and Factors of the said Merchant; and that the said *A. B.* shall not be sued by the said Merchant, for the Breach or Non-performance of any Covenant or Agreement in the said recited Charter-Party contained, relating to so much of the said Ship's Voyage and Employment therein mentioned, wherein the said *A. B.* shall act or do to the contrary, upon or pursuant to any such new Agreement, as aforesaid, with the Factors of the said Merchant. *In Witness, &c.*

2

Covenant from the Part-owners of a Ship to Merchants, that the Ship shall perform her Voyage, notwithstanding her wintering at Arch. and from the Merchants, that if any Disputes happen concerning her Wintering, &c. to be referred.

WHEREAS the Ship *R. Burthen* — Tuns, or thereabouts, whereof *I.* is Master, was in the Year 17— letten to Freight to *A. B.* and *C.* to *Arch.* in *Russia*, and from them to *L.* and the said Ship is still at *Ar.* bound for *L.* And whereas the said Ship has wintered at *Ar.* and other Difficulties have attended the said Voyages, which may possibly occasion Disputes between the said Master and Merchant; nevertheless the Owners of the said Ship have undertaken and promised that the said Ship shall sail to *Leg.* and there unliver, without any Pretensions to the Contrary by the said Master; and that at the said Ship's Return to *London*, any Matters which may be in Difference or Dispute concerning the said Voyage, shall be composed in a friendly Manner; and therefore the said *T.* for himself, his Executors and Administrators, doth covenant and agree, to and with the said *A. B.* and *C.* their Executors and Assigns, that he the said *T.* shall and will at the said Ship's Arrival at *Leg.* unlade and deliver the said Merchant's Goods to their Factors there (the Perils of the Seas excepted) without any Difficulties, Pretensions for Demorage, for other Demands, or for any Matter or Thing relating to the said Ship's Voyage aforesaid; and that whatever Differences or Demands may arise concerning the said Voyage, he shall and will leave the same to be determined between the Owners and Freighters of the said Ship in *London*, and will be concluded by their Determination concerning the same. *In Witness, (or these Words)* leave the same to the Judgment of two indifferent Persons, and will be concluded by their Judgment and Award concerning the same. *In, &c.*

From Part-owners, to pay Proportions of what Money the Master shall take up for the Ship's Use.

WE whose Hands and Seals are here-unto set, Part-owners of the good Ship or Vessel, called the *S.* now at *C.* or elsewhere, in his Majesty's Service, as an Hospital-Ship in the Fleet, commanded by *A.* whereof Captain *H.* is Commander, send Greeting. Whereas *L.* and *M.* of, &c. also Part-owners of the said Ship have, or one of them hath, at our Request, given Order to credit on — *L.* for supplying or furnishing the said *H.* with all such Monies as he shall have Occasion for at *C.* or elsewhere, during his Stay or Continuance abroad in the said Service. Now know ye that each of us for himself, his Executors and Administrators, only and severally, and not jointly, nor one for the other, doth covenant, promise and agree, to and with the said *L. M.* their Executors and Administrators, by these Presents, That each of us, our Executors and Administrators, shall and will upon Demand truly pay, or cause to be paid unto the said *L.* and *M.* their Executors and Administrators, our respective Parts and Proportions, according to our several Parts in the said Ship here-under subscribed, of all such Sum and Sums of Money as the said *H.* shall take up and receive, and which shall
be

be furnished, supplied or credited, by Order or for the Account of the said *H.* or the said Ship, by or by Virtue of the Credit or Order of the said *L.* and *M.* or either of them, as aforesaid.

From a Master of a Ship, to bring home Goods without Freight.

WHEREAS *H. Mar.* Master of the Ship *R.* Burthen about — Tuns hath by Charter-Party, bearing even Date herewith, let the said Ship to Freight to *B. of, &c.* for a Voyage to *M.* to be laden with Tobacco, within the Time and at the Freight therein mentioned, as thereby appears: *Now* the said *H.* doth hereby for himself, his Executors and Administrators covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, That he the said *H.* shall and will receive and take aboard the said Ship, at some Place or Places in *M.* where the Factors of the said Merchant shall order, — Pipe-staves for the said Merchant, above and besides what Tobacco he is to take in, according to the said Charter-Party; and will deliver the same to his Executors and Assigns at *London*, Freight-free, and without any Freight or any Consideration whatsoever, to be paid, allowed or given by the said Merchant, his Executors or Administrators, for the same (the Dangers of the Seas excepted). *In Witness, &c.*

From a Master, to allow a Sum of Money out of the Freight.

WHEREAS *I A. B.* Master of the Ship *D.* have by Charter-Party, bearing Date herewith, let the said Ship to Freight to *E. and F. of, &c.* for a Voyage to *A.* and back to the Port of *London*: *Now* I the said *A. B.* according to the Agreement between me and the said *E. F.* before and at Sealing the said Charter-Party do hereby promise and agree, to and with the said *E. and F.* to abate and allow unto the said *E. and F.* the Sum of — *l.* of lawful, *&c.* out of the Freight, to grow due and payable for the Hire of the said Ship, by and upon the said Charter-Party; any Thing therein, *&c.*

From a Merchant, to pay a Master Caploggen.

WHEREAS *A. &c.* Master of the Ship *D.* Burthen, *&c.* *Now, &c.* hath by Charter-Party dated herewith, let the said Ship to Freight to *C. of, &c.* for a Voyage from hence to *A.* and back again to the Port of *London*: *Now* the said *C.* doth hereby covenant and agree, to and with the said *A.* that in Consideration of his taking in and well stowing the Ship's Cargo, and in performing the said Voyage, he the said *C.* shall and will pay, and give to the said *A.* the Sum of — *l.* of lawful, *&c.* for Caploggen, and as a Gratuity, over and above the Freight or Sum mentioned in the said Charter-Party, immediately after Discharge or Delivery of the said Ship in the River of *Thames*, as therein is mentioned; and will likewise give to the said *A.* — of the Mats which shall be brought home in the said Ship betwixt Decks, free of Damage.

Covenant to pay the remaining Part of the Money due for the Consideration of the Sale of Part of a Ship, and the Charges of repairing her, the Bill of Sale to remain as a Security, till Payment.

TO all, &c. *A.* of, &c. sendeth Greeting. *Whereas* in Pursuance of an Agreement, made the, &c. between *B.* &c. and the said *A.* the said *B.* by Bill of Sale, &c. [*So recite the Bill of Sale*] *And whereas* at the Sealing the said Bill of Sale (notwithstanding the said Sum of — *l.* is therein mentioned, to be paid to the said *A.* as the Consideration thereof, yet) the said *B.* doth declare, that there is paid to the said *A.* only the Sum of — *l.* thereof, and there is still due and owing unto the said *A.* the Sum of — *l.* of lawful, &c. of the Purchase-Money to be paid for the said Ship, according to the said Agreement; and that according to the Agreement of the said Parties, the said Ship with her Appurtenances, notwithstanding the said Sale, is to remain and stand charged, and as Security unto the said *B.* for Payment of the remaining — *l.* and likewise for securing the said *B.* from all Monies and Charges due and payable on Account of the said Ship to Workmen, for Repair thereof, for which the said *B.* is chargeable: *And therefore* these Presents witness, that in Pursuance of the said Agreement of them the said Parties, the said *A.* doth hereby grant, covenant and agree to and with the said *B.* his Executors and Administrators, that notwithstanding the Sale before recited, the said Ship with her Appurtenances, shall stand and be, and is hereby charged and shall remain chargeable unto and in Possession of the said *B.* with and for Payment of the said Sum of — *l.* behind and unpaid of the Purchase-Money agreed for the said Ship, and for the Money and Charges for Repairs, with and for which the said *B.* is any wise chargeable, and until all the said Monies are fully paid and satisfied, or other Security given to the said *B.* for Payment and discharging thereof of his good Liking; and that the said *B.* his Executors and Administrators, notwithstanding the afore-mentioned Bill of Sale, may peaceably and quietly hold and enjoy the said Ship with her Appurtenances, until the said Sum of —, and all the said Charges for Reparations of the said Ship, or otherwise, are fully paid and satisfied, or other Security given to the said *B.* for Payment and discharging thereof to his good Liking, as aforesaid: And the said *A.* doth covenant and agree, to and with the said *B.* that he the said *A.* shall and will truly pay unto the said *B.* the said remaining — *l.* and likewise pay and discharge all Monies and Charges due and payable for Repairs of the said Ship, for which the said *B.* is or can any ways be charged or chargeable: And it is agreed and declared between the said Parties, that upon Payment of the said — *l.* and other Monies and Charges due for Repairs of the said Ship, as aforesaid, these Presents shall be void and of none Effect: For the true Performance of the Articles, Covenants, Payments and Agreements aforesaid, the said *A.* bindeth himself, his Executors and Administrators, unto the said *B.* his Executors and Administrators, in the Sum or Penalty of — *l.* &c. *In Witness, &c.*

The Bill of Sale to stand chargeable for the Payment of the Money.

To hold and enjoy the said Part of the said Ship till Payment.

To pay the Money and Charges for the Repairs.

Upon Payment these Presents to be void.

Penalty.

From Merchants, that the Master may deviate from the Voyage.

TO all, &c. *A. &c.* sendeth Greeting. *Whereas* by Charter-Party of a Freightment, dated the, &c. [*So recite the Charter-Party*] *Now* these Presents witness, that the said Merchant doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said Master, that the said Vessel in her intended Voyage, if so ordered by the Factors of the said *A.* at *London*, shall and may sail and apply directly from *S.* to *L.* to lade there, or to *C. T.* or *M.* without touching at any of the aforesaid Ports or Places for her homewards Loading; and that the same shall not be accounted any Breach of the Charter-Party, by or on the Part of the said Master: And that notwithstanding he the said Merchant, his Executors, Administrators or Assigns, will pay the full Freight mentioned in and to grow due according to the said Charter-Party. *In Witness, &c.*

From Part-owners, to indemnify the Captain from Tradesmens Bills and Bills of Loading, upon his leaving the Ship.

WHEREAS *A. &c.* Commander of the good Ship or Vessel, called the *N.* Burthen about — Tuns, now, &c. and forthwith bound out on a Voyage to *L.* and elsewhere hath contracted and agreed with several Persons, for Work done, Goods and Stores delivered for the said Ship's Use for her intended Voyage, as by their several Bills delivered in, may appear, and the Account whereof is hereon endorsed and subscribed by the Part-owners of the said Ship, and hath also signed and delivered out several Bills of Loading for sundry Goods now on board the said Ship, and to be delivered at *London*, or other Ports whither he is now bound, at the Freight therein mentioned: *And whereas* the said *A.* at the Instance, and by and with the Consent of the Part-owners of the said Ship, hath resigned the Command as Master, and delivered, or agreed to deliver the Possession thereof to *B.* of, &c. whom the said Part-owners have appointed to succeed him therein as Master thereof. *Now therefore* know ye, that we whose Hands and Seals are hereunto set, Part-owners of the said Ship, do each of us for our selves, our Executors and Administrators, severally and respectively, but not jointly, nor, &c. covenant, promise and agree, to and with the said *A.* his Executors and Administrators, as followeth, (that is to say) That each of us respectively, our Executors and Administrators, according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay, or cause to be paid, our respective Proportions, according to our several Parts in the Ship, by us respectively, of the several Sums of Money, due and owing to the several Persons, by and according to the several Bills by them delivered and mentioned in the Endorsement hereon, and by us severally subscribed for Work done, and Goods and Stores delivered for the said Ship's Use for her said intended Voyage; and that each of us, our Executors and Administrators respectively, will at all Times hereafter save and keep harmless and indemnified the said *A.* his Executors and Administrators, and his and their Goods, Chattels and Estate, as well of and from our respective Proportions of the said Money, due and owing to the said several Persons by their Bills delivered, as aforesaid; as also

also of and from the said several Bills of Loading so by him signed and delivered for Goods on board the said Ship, and from all Actions, Suits, Costs, Charges and Damages which shall or may be commenced, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto, for or concerning the same, in any Manner of wise. *In Witness, &c.*

Covenant to indemnify one that has signed a Covenant to hold Parts of a Ship.

TO all, &c. I *A. B.* of, &c. send Greeting. *Whereas C. D. &c.* did sign or seal a certain Writing or Covenant, bearing Date, &c. unto *E. F.* of, &c. Mariner, to hold one eighth Part of a new Ship, then building, or contracted to be built, whereof the said *E. F.* was to be Commander, and to pay his proportionable Part of the Charge of the prime Cost thereof, and other Outset to Sea, or that Effect, as thereby, &c. which Ship is since built, and is now called the *C.* whereof the said *E. F.* is now Master, and is fitted out, and now in the *D.* on her Voyage to *N.* *And whereas G. H.* the Builder of the said Ship, did make and grant a Bill of Sale of the Hull of the said Ship to the said *E. F.* which is since assigned to the said *A. B.* *And whereas* the said *C. D.* hath advanced and paid to the said *E. F.* at several times, on Account of the said eighth Part of the said Ship and her Outset, the Sum of—*l.* but the said *E. F.* nor any claiming under him, have not made or granted any Bill of Sale of the said eighth Part of the said Ship to the said *C. D.* *And whereas* the said *A. B.* hath at or before Sealing and Delivery hereof paid back to the said *C. D.* the Sum of—*l.* so by him paid, for and on Account of the said eighth Part of the said Ship, and for and in full Satisfaction of all his Right, Title, Interest, Claim and Demand, of, in and to the eighth Part of the said Ship, which the said *C. D.* doth hereby acknowledge to have received accordingly: And in Regard the said Writing or Covenant so signed by the said *C. D.* is not at present in the Hands of the said *A. B.* to be delivered up and cancelled as the same ought to be; *Now therefore* know ye, that the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Heirs, Executors, Administrators and Assigns, shall and will at all Times hereafter save and keep harmless and indemnified the said *C. D.* his Executors, Administrators and Assigns, and his and their Goods, Chattels and Estate, from and against the said *E. F.* his Executors, Administrators and Assigns, and of and from the said recited Writing or Covenant so signed by the said *C. D.* as aforesaid, and from all Actions, Suits, Costs, Charges, Sums of Money, Payments, Damages and Demands whatsoever, for or in any wise concerning the said eighth Part of the said Ship, or the Fitting or Outset thereof, or otherwise howsoever, in any Manner of wise. *In Witness, &c.*

Covenant to indemnify a Part-owner from Work done, and Goods delivered for a Ship's Outset to Sea.

WHEREAS *A.* of, &c. did heretofore pay unto *B.* of, &c. the Sum of — *l.* and hath on the Day of the Date hereof paid unto the said *B.* the Sum of — *l.* more, making in all — *l.* being for his three 32 Parts of the Outset of the Ship *B.* whereof *S.* was Master, for her Voyage to *G.* in or about the Year 1714. the Receipt of which said Sum of — *l.* the said *B.* doth hereby acknowledge, and therefore the said *B.* doth hereby for himself, &c. [as in the other, till these Words] Estate, from and against all and every the several Persons who did work, and delivered Goods for the Outset of the said Ship, for her Voyage aforeaid, and from all Actions, Suits, Costs, Charges, Payments, Troubles and Damages, for or concerning his the said *A.*'s three 32 Parts of the Charge of the Outset thereof, as aforeaid. In Witness, &c.

Covenant from Owners of a Ship, to indemnify two of them that entered into Charter-Party with the India Company.

Recital
of the
Charter-
Party.

Recital
of the Co-
venant
for Ru-
pees to be
taken up
at a Port
by the
Master.

TO all, &c. We, whose Hands and Seals are hereunto set, Part-owners of the good Ship or Vessel called the *A.* Burthen about — Tuns, now, &c. whereof *I. E.* is Commander, bound out on a Voyage to *East-India*, sends Greeting. Whereas by a Charter-Party indented of Affreightment, bearing Date, &c. made, or mentioned to be made between *G.* of, &c. and *H.* of, &c. Part-owners of the said Ship, and *E. I.* of, &c. Master of the said Ship, of the one Part, and the *English* Company trading to the *East-Indies*, of the other Part, the said Part-owners and Master for themselves, and the rest of the Owners, have granted and letten to Freight the said Ship to the said *English* Company, for a Voyage to be made with her to such Ports and Places in *India* or *China*, as the said Company shall order and direct, and back to the Port of *London*, under and according to such Covenants, Clauses, Articles and Agreements, as in the said recited Charter-Party are mentioned and contained, as thereby, Relation, &c. And whereas the said *G.* and *H.* by a certain Writing or Covenant under the Hands and Seals of the Date hereof, have covenanted and agreed with *N. O.* &c. That what Money shall be paid by the said *N. O.* or by his Order, at *Surrat* in the *East-Indies*, unto Captain *E. I.* Commander of the said Ship *A.* or in Case of his Decease, unto *E. S.* Chief Mate, or who else shall succeed as Commander of the said Ship at any Time or Times, from the Date thereof until the — Day of — 17 —, not exceeding — Rupees, they, their Executors or Administrators would repay the same unto the said *N. O.* his Executors or Administrators, or to his or their Assigns in *L.* at the Rate of — *l.* Sterling per Rupee within — Days after the Bill or Bills, which shall be drawn on them, should be presented, as, &c. Now we the several Part-owners do hereby severally declare, that the said recited Charter-Party and Writing, or Covenant, were so enter'd into by the said *G.* and *H.* at our Request, and by and with our Order and Consent: And there-
fore

fore each of us hereunto subscribed, by and for himself, his Executors and Administrators, severally and respectively, but not jointly, nor one, &c. doth covenant, promise and agree, to and with the said G. and H. severally and respectively, our Heirs, Executors and Administrators, according to, and for and in Respect of our several Parts, of and in the said Ship by us here-under severally subscribed, shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said G. and H. their Heirs, Executors and Administrators respectively, and their, and either of their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Costs, Charges, Payments and Damages which shall or may be commenced, sued, prosecuted, recovered or awarded against the said G. and H. or either of them, their or either of their Heirs, Executors or Administrators, or which they or either of them may sustain or be put unto, for or by Reason of the said recited Charter-Party, and Writing or Covenant, and either of them, and all, or any Covenants, Clauses, Articles, Agreements, Matters or Things therein, or in either of them contained and mentioned, by and on the Part and Behalf of the said Part-owners and Master to be performed and paid in any Manner of wise. *In Witness, &c.*

And therefore, &c. the Part-owners indemnify the two said Part-owners that entered into the same.

Covenant from a Master of a Ship, to indemnify two that entered into a Recognisance that the Ship should not go to any Place infected with the Plague.

TO all, &c. G. H. of, &c. Master of the good Ship or Vessel, called the B. now bound out on a Voyage to the East-Country, sends Greeting. *Whereas A. and B. of, &c. at the special Instance and Request, and for the only Duty of the said G. H. in and by one Recognisance, bearing Date herewith, became and stand jointly and severally bound together with the said G. H. unto our sovereign Lady Queen Anne, in the penal Sum of — l. conditioned that if the said Ship should not sail to any Ports or Places infected with the Plague, then the said Recognisance should be void, or to that Effect, as thereby, Relation, &c. Now know ye, that the said G. H. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said A. and B. their Heirs, Executors and Administrators, jointly and severally, that the said G. H. his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter save and keep harmless and indemnified the said A. and B. and either of them, their and either of their Heirs, Executors and Administrators, and their, and either of their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Costs, Charges, Payments, Troubles and Damages which shall or may be commenced, sued, prosecuted, recovered and awarded against them, either or any of them; or which they, either, or any of them may sustain or be put unto, for or by Reason of the said recited Recognisance so entered into by them the said A. and B. or any Thing therein, or in the Condition thereof contained, or otherwise relating thereunto: To the Performance whereof the said G. H. bindeth himself, &c. and the said Ship with her Freight, Tackle and Apparel, unto the said A. and B. their Executors, Administrators and Assigns, jointly and severally, in the Sum or Penalty of — l. of lawful, &c. firmly by these Presents. *In Witness, &c. the said A. and B. being Freighters.**

Covenant

Covenant from a Freighter, to indemnify two that entered into a Writing, to pay the Freight, if the Freighters did not.

Recital
of the
Charter-
Party.

Recital
of the
Writing.

Now
therefore,
&c.

TO all, &c. *T. N.* of, &c. Merchants, sends Greeting. *Whereas A. Ma-*
riner, Master of the Ship *M.* Burthen about — Tuns, hath by
Charter-Party bearing Date, &c. let unto the said *T. N.* Tunnage in the
said Ship for — Tuns of Hemp, for her present intended Voyage to *A.*
and back to *C.* And the said *T. N.* hath hereby covenanted to pay Freight
for the same, after the Rate of, &c. (*as usual*). *And whereas C. and*
D. of, &c. by Writing under their Hands and Seals, bearing also Date, &c.
at the special Instance and Request, and for the only Debt and Duty of
the said *T. N.* have jointly and severally obliged themselves to pay to the
said *A.* what Freight and Primage shall become due for all such Hemp as
shall be laden aboard the said Ship at *Ar.* for the Account of the said *T. N.*
and shall be imported or delivered to him or his Assigns, according to the
said Charter-Party, in Case the same shall not be paid by the said *T. N.* in
Manner as therein is mentioned, as by the said recited Charter-Party and
Writing, Relation, &c. *Now therefore know ye,* that the said *T. N.* doth
hereby for himself, &c. [*as before, till these Words*] Suits, Costs, Charges,
Sum of Money, Payments, Troubles and Damages, which shall or may be
commenced, sued, prosecuted, recovered or awarded against them, or either,
or any of them, or which they, either, or any of them may sustain or be
put unto, by, upon, or by Reason of the said recited Writing or Covenant,
under the Hands and Seals of the said *C. and D.* for any such Freight and
Primage, or either of them, which shall become and grow due and payable,
or ought to be paid by the said *T. N.* his Executors or Administrators, ac-
cording to the said recited Charter-Party, or concerning the same in any
Manner of wise: To the Performance, &c. [*the same Penalty as the other,*
but not the Ship, &c.] *In Witness, &c.*

Covenant of Indemnity, on Account of Writings delivered and received.

TO all, &c. *A. B. C. and D. &c.* send Greeting. *Whereas E. of, &c.*
hath on the Day of the Date hereof delivered unto the said *A. B. &c.*
the several Deeds or Writings following; *viz.* [*Here recite them*] the Re-
ceipt of all which said Writings they the said *A. B. &c.* do hereby acknow-
ledge, and thereof do acquit and discharge the said *E.* his Executors, Admi-
nistrators and Assigns, for ever by these Presents; *And* therefore they the
said *A. &c.* for themselves, their Heirs, Executors and Administrators do jointly
and severally covenant, &c. [*The same as in Page 213.*] put unto, for or
concerning the said Writings or Delivery thereof, as aforesaid; and likewise
that they the said *A. &c.* their Heirs, Executors and Administrators, shall
and will from Time to Time, and at all Times hereafter, upon the Request
of the said *E.* his Heirs, Executors and Administrators, produce and shew,
or cause to be produced, all or any the said Deeds or Writings, in any Court
or Courts of Record, as Occasion shall require, in a Suit now depending be-
tween the said *E.* and *F. &c.* *In Witness, &c.*

From Part-owners, to indemnify a Master about selling a Prize.

TO all, &c. *We*, whose Hands and Seals are here-unto set, Part-owners of the Ship *H.* of the Burthen of — Tuns, or thereabouts, *P.* Master, send Greeting. *Whereas* we the several Part-owners, did by a certain Writing under our Hands, order and impower the said *P.* to sell and dispose of all such Prize or Prizes that he should take with the said Ship in her late Voyage to and from *N.* *And whereas* the said *P.* did on the, &c. in and with the said Ship take the *M.* and did by Virtue of our said Power by Bill of Sale under Hand and Seal, dated the, &c. for the Consideration of — *l.* therein mentioned, sell unto Captain *J. M.* the said Ship *M.* with all her Masts, Yards, &c. and all other Furniture to her belonging, as by the said Order and Bill of Sale, Relation being thereunto respectively had, &c. *Now these Presents witness*, That each of us the said Part-owners by and for himself, his Executors and Administrators respectively, and not jointly, nor, &c. doth covenant, promise and agree, to and with the said *P.* his Executors and Administrators, that each of us, our Executors and Administrators, according to our Parts in the said Ship, shall and will at all Times hereafter, make, do and execute all such further Acts, Deeds and Things for confirming the said Sale of the said Ship and Premises so made by the said *P.* to the said Captain *T. M.* and shall and will at all Times hereafter save and keep harmless and indemnified the said *P.* his Executors and Administrators, and his and their Goods and Estate, of and from, &c. put unto, for or by Reason of his making the said Sale of the said Ship, as aforesaid.

From Part-owners, to indemnify the Master from Seamen's Wages.

TO all, &c. *We*, whose Hands and Seals are hereunto set, late Part-owners of the Ship *C.* of *London*, Burthen, &c. *R.* Master, send Greeting. *Whereas* the said Ship in her Voyage outwards from *L.* to *N.* was lost by another Vessel, running foul of her: *And whereas* the Seamen or Sailers belonging to the said Ship in her said Voyage have demanded and threatened to sue for the Recovery of their Wages for the said Voyage: *Now therefore these Presents witness*, that each of us the said Part-owners, by and for himself, his Executors and Administrators respectively, and not jointly, nor, &c. doth covenant, &c. that each of us, our Executors and Administrators, according to our Parts in the said Ship, shall and will at all Times hereafter, &c. [as above] put unto, for or by Reason of any Wages demanded or to be recovered for or on Account of the said Ship and Voyage aforesaid. *In Witness, &c.*

Covenant of Indemnity and Release from a Note lost.

TO all, &c. *A. B.* of, &c. sends Greeting. *Whereas C. D.* of, &c. gave a Bill or Note under his Hand, dated the, &c. for — *l.* payable to the aforesaid *A. B.* or Bearer, on Demand; of which said Sum of — *l.* was paid the same Day, and endorsed on the said Note; which said Note is since lost or mislaid: *And whereas* the said *C. D.* hath at or before Sealing and Delivery hereof paid unto the said *A. B.* the Sum of — *l.* remaining due on the said Note, notwithstanding the same cannot be found to be delivered up, the Receipt whereof he doth hereby acknowledge: *Now therefore know ye,* that the said *A. B.* doth hereby for himself, his Executors and Administrators acquit, release and discharge the said *C. D.* his Heirs, Executors and Administrators, of and from the said Bill or Note, and the said Sum of — *l.* remaining due and payable thereupon; and from all Actions, Suits, Costs, Charges, Payments, Judgments, Executions, Claims and Demands in Law and Equity concerning the same in any Manner of wise: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *C. D.* his Executors and Administrators, as followeth, (that is to say) That he the said *A. B.* his Executors and Administrators will deliver up the said Note to the said *C. D.* his Executors or Administrators, to be cancelled when and as soon as the same shall come to his or their Hands or Possession; and that he and they shall and will in the mean Time, and until the same shall be delivered up and cancelled, save and keep harmless and indemnified the said *C. D.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from the said Bill or Note, and the said — *l.* remaining thereon, and from all Actions, Suits, &c. put unto, for or concerning the said Note of the said — *l.* remaining thereon, and so paid to the said *A. B.* as aforesaid: To the Performance whereof, &c. *In Witness,* &c.

To indemnify from a Bill of Sale lost.

WHEREAS *A. B.* &c. Executor, &c. of *R. P.* &c. deceased, Owner of — Part of the Ship *D.* of the Burthen, &c. by Virtue of a Bill of Sale formerly granted to the said *R. P.* deceased, hath sold the said — Part of the said Ship, with her Appurtenances, to *C. D.* &c. and hath had and received of and from the said *C. D.* the Sum of — *l.* of lawful, &c. in full for the said — Part of the said Ship, and all Monies, Accounts, Claims and Demands concerning the same: *And whereas* the said Bill of Sale granted to the said *R. P.* of the said — Part of the said Ship, or whereby he was intitled to the same, is at present lost or mislaid, so that it cannot be delivered to the said *C. D.* *Now therefore* the said *A. B.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that the said *A. B.* his Executors and Administrators, shall and will at all Times hereafter save and keep harmless and indemnified the said *C. D.* his Executors, Administrators and Assigns, from and against the said Bill of Sale, and all Persons which shall or may claim any Right, Interest or Estate, of, in or to the said — Part of

of the said Ship, by Virtue thereof, or otherwise; and of and from all Actions, Suits, Charges, Payments and Damages, for or by Reason thereof, in any Manner of wise. *In Witness, &c.*

To indemnify a Master about the Discharge of an Apprentice.

TO all, &c. *B. S. &c.* sendeth Greeting. *Whereas B. S. Son of the said B. S. did by his Indentures of Apprenticeship bearing Date, &c. put himself Apprentice unto T. W. &c. for the Term of seven Years from the Date thereof, and was afterwards turned over unto I. H. &c. as by the said Indentures and Endorsement thereon, Relation, &c. And whereas at the Request and with the Consent of the said B. S. the Father, and B. S. the Apprentice, the said I. H. hath on the Day of the Date hereof discharged the said B. S. from his said Service; and the said Indentures of Apprenticeship are delivered up to be cancelled; and the said I. H. hath repaid — I. of the Money received with the said Apprentice: Now these Presents witness, that the said B. S. the Father for himself, his Executors and Administrators, doth hereby covenant, promise and agree, to and with the said I. H. his Executors, Administrators and Assigns, that the said B. S. the Father, his Executors and Administrators, shall and will at all Times for ever hereafter save and keep harmless and indemnified the said I. H. his Executors, Administrators, Goods and Estate, of, and from, and against the said B. S. his Son, and from the said recited Indentures of Apprenticeship, and all Covenants, Promises and Agreements therein contained, on the Part and Behalf of the said I. H. to be done and performed; and all Actions, Suits, Costs, Charges, Troubles and Damages, Claims and Demands whatsoever, for or by Reason thereof, in any Manner of wise. *In Witness, &c.**

From Legatees, to indemnify one on Account of proving the Will, and if any Suits happen concerning it, to pay Proportions of the Charge.

WE whose Hands and Seals are here-unto set, Legatees named in the last Will of *N. B.* late of, &c. do hereby severally promise and agree, to and with the said *I. C.* of, &c. that each of us will pay our equal Parts and Charges with the said *I. C.* of all the Charges and Disbursements which he the said *I. C.* shall lay out, and expend, and be chargeable, in, about, or for the proving, or causing, or procuring the last Will of the said *N. B.* deceased, to be duly proved; and in defending any Suit or Prosecution, in or about the same, by or against *W. B.* Brother of the said *N. B.* or any others that shall appose the Probate thereof, and in Proportion, according to the several Legacies, Sums or Bequests to us respectively given and bequeathed in and by the said Will. *In Witness, &c.*

To indemnify from a Covenant given upon insuring a House upon letting the same.

Recital
of the Po-
licy.

TO all, &c. R. G. sends Greeting. *Whereas* by a certain Writing under the Hand and Seal of L. M. of, &c. dated the, &c. N^o (—) reciting therein, that W. S. had by a Policy of Insurance, bearing the same Date and Number, secured to the said L. M. the Sum of — l. on a Brick-House, with Stables and Coach-house in W. Street, described in the said Policy for seven Years, the said L. M. did thereby covenant to pay such Rates or Proportions of Money as should be set and declared by the Trustees therein mentioned, to be paid by him and them towards Losses sustained in any Houses or Chambers insured and belonging to any Members or Parties of the Agreement for securing Houses by mutual Contribution during the said Term, after such a Sum of Money as therein is mentioned, should be set or rated, and not to exceed the Sum therein mentioned, as thereby may appear; which Premises are since letten to the said R. G. And the said L. M. hath assigned the said Policy of Insurance to him the said R. G. *Now know ye*, that the said R. G. for himself, &c. (covenants) with the said L. M. that he and they, or some of them, shall and will at all Times hereafter indemnify and keep harmless the said L. M. his Executors, &c. of and from the said recited Covenant; and all Actions, Suits, Charges, Payments and Damages by Reason thereof. *In Witness, &c.*

From Persons jointly concerned in a Quantity of Elephants Teeth, to indemnify one that took them into his Possession, and sold them, and delivered the Produce to the Owners; but if claimed by any others, to pay back the Money they received for their Proportions.

Recital
of the Title
the Claimers
have to
them.

That the
said P. F.
hath paid
their Pro-
portions,
and there-
of they
discharge
him.

TO all, &c. A. B. of, &c. Mariner, C. D. of, &c. and E. F. of, &c. Mariners, send Greeting. *Whereas* — Pound-Weight of Elephant Teeth, or thereabouts, amounting to 210 l. Sterling clear of Charges were lately sold by P. F. of, &c. which were formerly taken out of the Ship I. belonging to the said A. B. and Owners at *Jamaica*, and shipt there by the said P. F. on board the C. G. H. Master, and consigned to I. K. of, &c. which Teeth upon their Arrival at *London*, the said P. F. notwithstanding demanded and took into his Possession for the Owners of the said Ship I. whereof the said C. D. was late Master; one third Part of the Produce of which said Teeth the said A. B. claims as due and belonging to him; and one sixth Part thereof the said C. D. claims, as belonging to him; and one other sixth Part thereof the said E. F. claims, as belonging to him: *And whereas* the said P. F. hath before Sealing hereof paid to the said A. B. the Sum of 100 l. to the said C. D. the Sum of 50 l. and to the said E. F. the Sum of 50 l. for their several full Proportions of the clear Produce of the said Teeth, according to their several Parts thereof so claimed by them respectively, as aforesaid; the Receipt of which said several Sums the said A. B. C. D. and E. F. do hereby severally acknowledge, and

and thereof, and of every Part thereof, do severally acquit and discharge the said *P. F.* his Executors and Assigns by these Presents: *Now therefore* know ye, that the said *A. B. C. D.* and *E. F.* for themselves, their Executors and Administrators, severally and respectively, and not jointly, nor, &c. do hereby covenant and agree, to and with the said *P. F.* his Executors and Administrators, that they will respectively at all Times hereafter indemnify and keep harmless the said *P. F.* his Executors and Administrators, from all Actions, &c. Damages whatsoever, for and concerning their respective Parts and Proportions of the said Teeth, for which they have so received their several Shares of the Sum of 200 *l.* as aforesaid; And that each of them will repay and return the said several Sums by them respectively received, as aforesaid, unto the said *P. F.* his Executors or Administrators, in Case he or they shall at any Time hereafter be sued for, and the same shall be recovered of him or them by any other Person or Persons that shall or may claim the said Teeth. *In Witness, &c.*

Now, &c. they indemnify him.

And that each of them will repay the Money in Case the said *P. F.* be sued for them,

From Assignees of a Statute of Bankrupt, to indemnify one, on Account of his paying Money to them.

WE *A.* and *B.* Assignees by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against *D.* late Partner of *P. R.* late of, &c. deceased, do acknowledge to have had and received on the Day of the Date hereof, of and from *E.* of, &c. the Sum of — *l.* of lawful, &c. being the full Purchase-Money for four several Tallies formerly assigned or mortgaged by the said *D.* to the said *E.* allowing to the said *E.* his full Principal and Interest due on the said Assignment or Mortgage thereof, which is to be paid to us by the Order and Consent of *S. D.* and *I. W.* Executors of the last Will of the said *P. R.* deceased, under their Hands and Seals dated herewith; and therefore we the said *A.* and *B.* do hereby for ourselves, our Heirs, Executors and Administrators, jointly and severally covenant, promise and agree, to and with the said *E.* his Executors, Administrators and Assigns, by these Presents, that we the said *A.* and *B.* our Executors and Administrators, shall and will at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *E.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Costs, Charges, &c. put unto by any Person or Persons whatsoever, for or by Reason of the Payment of the said — *l.* to us as aforesaid, in any Manner of wife. *In Witness, &c.*

To indemnify a Master about turning away his Apprentice, and of his serving another for the Remainder of his Time.

THIS Writing indented, &c. Between *A.* of, &c. *C. B.* of, &c. and *I. B.* Son of the said *C. B.* of the one Part, and *S.* &c. of the other Part, Whereas the said *I. B.* did by his Indentures of Apprenticeship, bearing Date, &c. bind himself Apprentice unto the said *A.* for the Term of eight Years from the Date hereof: And whereas the said *A.* hath for the Misbehaviour of the said *I. B.* and other Reasons, discharged him from his Service, and at

the Request of the said *C. B.* and the said *I. B.* her Son, is contented that the said *I. B.* may dwell with and serve the said *S.* for the Remainder of the said Term of eight Years: *And therefore* these Presents witness, that the said *A.* doth for himself, his Executors and Administrators, covenant and agree, to and with the said *S.* his Executors and Administrators, that he the said *S.* his Executors and Administrators, shall and may freely keep, use and enjoy the said *I. B.* as his Servant or Apprentice, for all the now Remainder of the said Term of eight Years, in the said Indentures of Apprenticeship mentioned, as fully as he the said *A.* might have had and enjoyed him by Virtue thereof, without any Let, Interruption, Claim and Demand whatsoever, of the said *A.* his Executors or Administrators, any Thing in the said Indentures of Apprenticeship to the Contrary notwithstanding: And the said *S.* doth for himself, his Executors and Administrators, covenant, &c. That he the said *S.* his, &c. shall and will at all Times hereafter save, &c. [as the last] of, from and against the said recited Indentures of Apprenticeship, and all Covenants and Agreements, Matters and Things therein contained, by and on the Part of the said *A.* to be performed, and from all Actions, &c. whatsoever, for, upon, or by Reason thereof, in any Manner of wise. *In Witness,* &c.

From Creditors of a Person, to indemnify two that were Bail for him.

WE, whose Names are here-unto subscribed, and Seals affix'd, Creditors of *I.* of, &c. send Greeting. *Whereas* the said *I.* hath a Difference, and Suit or Action depending, by or between him the said *I.* and *M.* of, &c. of and concerning the Ship *O.* and the Agreement for the Affreightment or Sale thereof, or otherwise, relating to the said Ship: *And whereas* the said *I.* is to put in good and substantial Bail to an Action or Suit of the said *M.* in his Majesty's Court of *Common Pleas* at *Westminster.* Now we the said Creditors, in Consideration that *A.* and *B.* &c. two other of the Creditors of the said *I.* hath at our Request undertaken to become Bail to the said Action or Suit of the said *M.* in the said Court, do each one of us, for him and her self, and his and her Partners, Executors and Administrators, and Aets and Debts only, and not jointly, nor one for the other, covenant and agree, to and with the said *A.* and *B.* their Executors and Administrators, that if the said *A.* and *B.* shall become Bail, as aforesaid, then we the said Creditors whose Names are hereunto subscribed, and Seals affix'd, shall and will according to, and in Proportion to each of our respective Debts, and the respective Debts of the said *A.* and *B.* indemnify and save harmless the said *A.* and *B.* and either of them, and either of their Heirs, Executors and Administrators Lands, Tenements, Goods and Chattels, of and from all Judgments, Executions, Costs of Suit, Suits, Costs, Damages and Payments of Money whatsoever which shall happen or come to them the said *A.* and *B.* or either of them, their Heirs, Executors or Administrators, for or by Reason of their becoming Bail, as aforesaid. *In Witness,* &c.

To indemnify a Tenant from a Policy of Insurance, procured by him upon delivering it to the Landlord.

TO all, &c. I R. P. &c. send Greeting. *Whereas* by Indenture of Lease, bearing Date, &c. I have let to I. M. a Messuage or Tenement in, &c. for — Years, from — Day last: *And whereas* the said I. M. at his own Charges by Writing or Policy bearing Date, &c. subscribed by A. and B. Gentlemen, hath insured the Sum of — l. (at which the said Messuage was valued) to be paid to the said I. M. or his Assigns, so often as the said Premises, or any new House to be built thereon, in Case the same shall happen to be burnt down, demolished or damaged by the Fire, during the Term of — Years therein mentioned, or to make good what Damages shall happen to the said Premises, if the same be only damaged [or to that Effect], as thereby may appear; which said Insurance is so made by the said I. M. in Performance of his Covenant, in that Behalf in the said recited Lease contained. *Now know ye*, that I the said R. P. do acknowledge that I have received of the said I. M. the said Writing or Policy of Insurance: *And therefore* I the said R. P. do hereby covenant with the said I. M. his Executors and Assigns, that he or they shall not be charged or chargeable to rebuild, repair or make good the said Premises, or any Damages happening thereunto, by or by Reason or Means of Fire, during the said — Years, but that I the said R. P. my Heirs, Executors and Assigns, shall and will at all Times discharge, and save, and keep harmless him and them therefrom, according to the true Meaning of the Covenant in the said Lease contained in that Behalf. *In Witness, &c.*

To indemnify two Persons at Leghorn that sequestred or attached Goods that were consigned to them, for the Creditor of the Person that sent them.

WHEREAS A. B. and C. D. at Leghorn, Merchants, have made an Attachment, or procured a Sequester to be made at L. aforesaid, upon the Produce of — Bales of Cloth, consigned to them by E. F. of, &c. and sent in the R. Galley in the Year 17—, amounting to about — Dollers, the said Attachment or Sequester being so made at the Desire, and by the Order, and for the Account of G. H. &c. for Money owing to him by the said E. F. which said Effects are still in the Hands of the said A. B. and C. D. *Now these Presents* witness, that the said G. H. doth hereby for himself, his, &c. [Covenants with the said] A. B. and C. D. and either of them, their, &c. by these Presents, that upon Payment of the said Effects so attached and sequestred as aforesaid, unto the said G. H. his Executors or Assigns, he the said G. H. his Heirs, Executors and Administrators, shall and will at all Times save and keep harmless and indemnified the said A. B. and C. D. and either of them, their and either of their Heirs, Executors and Administrators, and their Goods and Estate, and every of them, of and from all Actions, &c. put unto, for or by Reason of the said Attachment or Sequestration, or for or by Reason of the Payment of the said Effects to the said G. H. or his Assigns, or for or by Reason of any Matter or Thing in any wise concerning the same. *In Witness, &c.*

Covenant

Covenant from Creditors, to indemnify a Debtor from all Charges and Nonsuits, in recovering his Debts, upon his assigning his Debts and Goods to them.

WHEREAS *E. P.* of, &c. by Writing under his Hand and Seal bearing Date herewith, hath in Pursuance of certain Articles, bearing Date, &c. assigned over unto *A. of, &c.* and *B. &c.* all his Shop-Goods at the first Cost thereof; and all his Debts whatsoever, as well mentioned in the Schedule thereto annex'd, as other Debts due and owing to him, to hold unto the said *A.* and *B.* to the Intent that the same after the Deductions in the said Articles mentioned, may be paid and divided between them and all other the Creditors of the said *E. P.* mentioned in a Schedule annex'd to the said recited Articles: *And whereas* it is declared and agreed, that all Charges in recovering and receiving the said Debts are to be born by the said Creditors of the said *E. P.* *Now these Presents* witness, that the said *A.* and *B.* do for themselves, their Executors and Administrators, covenant, promise and agree, to and with the said *E. P.* his Executors and Administrators, that they the said *A.* and *B.* shall and will for themselves, and on the Behalf of the rest of the Creditors of the said *E. P.* bear and discharge all such Costs and Charges as shall be laid out in and expended in or about suing for and recovering all or any of the said Debts so assigned by the said *E. P.* as aforesaid, by the said recited Writing or Assignment; and will at all Times hereafter indemnify and keep harmless the said *E. P.* his Executors and Administrators, of, from and against all such Costs, Nonsuits and Damages which shall or may happen, for or by Reason of the Premises, except for or by Reason of any Act or Thing which shall or may be done or suffered by the said *E. P.* contrary to his express Covenants in the said recited Articles contained, relating to the said Debts, or the obtaining, suing or recovering thereof. *In Witness, &c.*

Memorandum; Before Sealing hereof it is agreed, that if any of the said Debts so assigned, or any Part of them shall be lost, or cannot be received or recovered, the said *E. P.* is not to stand to the Loss thereof, unless such Loss happen by any Act or Means of the said *E. P.*

To indemnify one from a Bill of Exchange, and deliver it up when it comes into his Possession, the Money being paid.

Recital
of the
Bill.

That the
Bill is
paid, but
not deli-
vered up.

WHEREAS a Bill of Exchange was drawn by Messieurs *A.* and *B.* at London, on *C. of, &c.* for — *l.* Sterling, payable to *D.* or Order (conditionally that the Charges of making the Ship *B.* free in England, sold by the said *D.* in *L.* to the said *A.* and *B.* should be paid by and at the proper Costs and Charges of the said *D.*): *And whereas* at or before Sealing and Delivery hereof, the said Bill is paid and fully satisfied by the said *C.* unto *E. of, &c.* which he does acknowledge accordingly, and thereof and therefrom doth discharge the said *C.* his Executors and Administrators; but the same is not delivered up to the said *C.* as it ought to be, it being now on board the Ship *M.* at *P.* *Now therefore* the said *E. &c.* covenants with the said *C.* his, &c. that within one Month from the Date hereof, to be accounted

accounted, he the said *E.* will deliver up, or cause the said Bill of Exchange to be delivered to the said *C.* duly endorsed by the said *D.* And will at all Times hereafter indemnify and keep harmless the said *C.* his, &c. therefrom, and from the Money therein mentioned and payable; and all Actions, Payments and Damages by Reason thereof. *In Witness, &c.*

Covenant to deliver up a Lease (mislaide) which is mortgaged when found.

TO all, &c. *A.* of, &c. sends Greeting. *Whereas* by Indentures of Assignment or Mortgage, under the Hand and Seal of the said *A.* bearing Date, &c. last past before the Date hereof, in Consideration of — *l.* to him paid by *B.* of, &c. he the said *A.* did assign and set over unto the said *B.* her Executors, Administrators and Assigns, the therein recited Indenture of Lease, dated, &c. made from *M.* &c. to *N.* of, &c. of all that, &c. for the Term of — Years, from, &c. which was in the Year 17—, at the yearly Rent of —, payable as therein is mentioned, and the several mean Assignments of the said Lease and Premises thereby demised and assigned, subject to the Proviso therein contained, for making void thereof on Payment of the Sum of — *l.* of lawful, &c. on the, &c. as thereby, Relation, &c. *And whereas* the said original Lease granted by and from the said *M.* is at present mislaide, so that the same could not be delivered into the Hands of the said *B.* with the several mean Assignments thereof, as the same ought to be. *Now therefore* know ye, that the said *A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *B.* her Executors, Administrators and Assigns, by these Presents, that he the said *A.* his Executors, Administrators and Assigns, when and as soon as the said Lease shall be found or recovered, he the said *A.* his Executors or Administrators, and any other Person or Persons, in whose Hands, Custody or Possession the said Lease is or shall be known, found or discovered to be, shall and will deliver, or cause and procure the said Lease to be delivered unto the said *B.* her Executors, Administrators or Assigns, to and for her and their own proper Use, until full Payment of the said Sum of — *l.* so lent as aforesaid, and the Interest to grow due for the same. *In Witness, &c.*

Recital
of the
Mortgage

Covenant to produce two Deeds, which concern other Lands as well as those purchased.

TO all, &c. *C.* of, &c. sends Greeting. *Whereas* *S.* of, &c. hath bought and purchased of the said *C.* — Messuages or Tenements, with the Appurtenances, situate and being, &c. And the same by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release bearing even, &c. and by other Ways and Means in the Law, are conveyed and assured unto the said *S.* her Heirs and Assigns: *And whereas* the said *C.* hath in his Hands one Deed, &c. [Recite the Deed] which said Deeds do concern the Title of the said *C.* as well of, in, and to several other Messuages, Lands and

and Tenements to him belonging as the Title of the said *S.* in and to the several Messuages or Tenements in, &c. so by her bought and purchased, as aforefaid, the Copies whereof are delivered to the said *S.* *Now therefore* these Presents witness, that the said *C.* for himself, his Heirs, Executors and Assigns, doth covenant, promise and agree, to and with the said *S.* her Heirs, Executors and Assigns by these Presents, that he the said *C.* his Executors and Assigns from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges of the said *S.* her Heirs, Executors and Assigns, or of such Person or Persons, to whom all or any of the Messuages or Tenements, so by her bought and purchased as aforefaid, shall come or belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of *London* and *Westminster*, both, or either of the said Deeds, to maintain and justify the Right and Title of the said *S.* her Heirs, Executors and Assigns, to the said several Messuages or Tenements aforefaid (Casualties and inevitable Accidents which may happen or come to the said Deeds, or either of them, excepted). *In Witness, &c.*

Covenant (that upon a Discharge of an Apprentice) to produce his Indentures, to receive his Wages on board a Ship, and not to cancel them, &c.

WHEREAS at the Request of *A. B.* Senior of, &c. *C. D.* Executrix of Captain *W. D.* deceased, hath discharged *A. B.* Son of *A. B.* Senior, the Apprentice of the said *W. D.* from his Service and Apprenticeship, and for that Purpose hath delivered up the said *A. B.* the Son's Indentures of Apprenticeship, to *F. P.* of, &c. for and on the Behalf of the said *A. B.* Senior; but in Regard there are Wages due for the Service of the said *A. B.* Junior, on board the Ship *E.* and on board her Majesty's Ship the *D.* *Therefore* it is agreed, and the said *F. P.* for himself, his Executors and Administrators, for and on the Behalf of the said *A. B.* the Father, doth promise, to and with the said *C. D.* that the said Indentures shall not be cancelled, but that he the said *A. B.* Senior, or he the said *F. P.* on his Behalf will produce the said Indenture at any Time when required by the said *C. D.* her Executors or Administrators, to enable her to recover and receive to her own Use, the Wages due for the Service of the said *A. B.* the Son, on board the said Ship *E.* and *D.* as he was the Servant of the said *W. D.* and to justify her Right to the same, and either of them. *In, &c.*

To produce Writings, upon a Purchase, if Occasion, and true Copies.

TO all, &c. *W.* of, &c. sends Greeting. *Whereas G. &c.* by Indentures of Lease and Release, bearing Date, &c. for the Consideration therein mentioned, did grant, bargain, sell, enfeof, release and confirm unto the said *W.* his Heirs and Assigns for ever, several Messuages or Tenements, with the Appurtenances, situate and being, &c. in the said Indenture particularly mentioned, and all Deeds and Writings belonging to the said Premises, as thereby,

thereby, Relation, &c. And thereupon the said G. hath delivered to the said W. to his own Use the several Deeds and Writings concerning the said Premises mentioned in the Schedule hereunto annex'd: *Now* these Presents witness, that the said W. doth hereby for himself, his Heirs and Assigns, covenant, promise and agree, to and with the said G. his Heirs, Executors and Assigns, that he the said W. his Heirs and Assigns, from Time to Time, and at all Times hereafter, upon the Requests, and at the Costs and Charges of the said G. his Heirs, Executors and Assigns, or of such Person or Persons to whom all or any of the other Messuages or Tenements mentioned in the said Deeds, or any of them do or shall belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of *London* and *Westminster*, all or any of the said Deeds, Evidences and Writings which concern any other Messuages or Tenements and Premises therein mentioned, jointly with the said Premises so sold by the said G. as aforesaid, to maintain and justify the Right and Title of such Person or Persons to such other the Messuages or Tenements and Premises therein mentioned, which are not so sold to the said W. as aforesaid, or shall and will at such his or their Request and Charges grant true and fair Copies of all or any of the said Deeds and Writings as shall be required (Casualties and inevitable Accidents which may happen or come to the said Deeds or Writings, or any of them excepted). *In, &c.*

☞ *The Schedule of the Writings whereof Mention is made in the Deed whereunto this is annex'd.*

To produce a Bill of Sale.

WHEREAS the above-named E. hath on the Day of the Date hereof, by Bill of Sale under his Hand and Seal granted and sold to me the above-named W. — Parts of the Hull or Body of the Ship K. which by the original Bill of Sale (whereof the above-written is a true Copy) are mentioned to be for the Account of me the said W. and — Part thereof is therein mentioned to be for the proper Account of the said E. and he the said E. hath also delivered to me the said original Bill of Sale under the Hand and Seal of the above-named G. *Now* I the said W. do hereby for me, my Executors and Administrators, covenant and agree to and with the said E. his Executors and Assigns, that I the said W. my Executors and Administrators, will at any Time or Times hereafter, upon the Request and at the Cost and Charges of the said E. his Executors and Assigns, produce and shew, or cause the said original Bill of Sale under the Hand and Seal of the said G. to be produced and shewn in any Court or Courts of Record, or elsewhere, to maintain and justify the Right of the said E. in and to the said — Part thereof, which by the said Bill of Sale is mentioned to be for the proper Account of the said E. Casualties and other inevitable Accidents excepted. *In Witness, &c.*

Note; W. had the greatest Part, therefore kept the Bill of Sale, and gave E. a Copy of it, and this written under it.

Another.

WHEREAS *W.* of, &c. hath sold unto *I.* of, &c. — Part of the Ship *K.* Burthen about — Tuns, and hath delivered to the said *I.* the Bill of Sale thereof granted by *L.* to *S.* and by her assigned to the said *W.* Now the said *I.* doth hereby for himself, &c. covenant, &c. that he the said *I.* his Executors and Administrators, shall and will, at the Charge of the said *W.* produce and shew the said Bill of Sale granted by the said *L.* in any Court, or elsewhere, within the, &c. if Need be to justify and make out how the said *W.* became entitled to the said — Part of the said Ship by him sold, as aforesaid. *In Witness, &c.*

From a Mortgagor, to procure a Release from the Heir.

TO all, &c. *C.* of, &c. and *F.* of, &c. send Greeting. Whereas the said *F.* by Indenture bearing Date with these Presents, hath granted, sold and demised to *R.* of, &c. several Pieces or Parcels of Ground, Messuages or Tenements and Premises therein mentioned, situate and being, &c. for 500 Years as a Mortgage, to be void on Payment of — *l.* as therein is mentioned: Now the said *C.* and *F.* do hereby jointly and severally oblige themselves, and do covenant, promise and agree for themselves, their Heirs, Executors and Administrators, to and with the said *R.* his Executors, Administrators and Assigns, that they, or some of them, at their own proper Costs and Charges, will within — Months from the Date, procure a sufficient Conveyance or Release from *L.* &c. or whoever else now claims any Right or Title of, in, or to all or any Part of the said Premises so granted and mortgaged, as aforesaid, as Heir or Heirs, to or by, from or under *N.* &c. and *O.* of, &c. or either of them. *In Witness, &c.*

To procure a Writing.

WHEREAS *A.* of, &c. hath on the Date hereof delivered unto *W.* of, &c. the original Declaration and Covenant under the Hand and Seal of the above-mentioned *B.* whereof the above-written is a true Copy: And whereas since the Date of the above-written Writing, *P.* of, &c. Executor of the above-mentioned *O.* did for good Consideration assign the Bond or Obligation and Bill of Sale of the — Part of the Ship *M.* above-mentioned, unto the said *A.* and the said *A.* hath sold the — Part of the said Ship unto the said *W.* by Bill of Sale of the Date hereof: Now the said *W.* &c. covenants, that he the said *W.* his Executors and Administrators, shall and will at any Time or Times, at the Request and Charges of the said *A.* his Executors and Assigns, produce and shew the said Declaration and Covenant under the Hand and Seal of the said *B.* in any Court or Courts, or elsewhere within the Cities of, &c. the better to enable the said *A.* his Executors, Administrators and Assigns, to recover and receive the Monies due upon the said Bond or Obligation therein mentioned, as Occasion shall require. *In Witness, &c.*

Covenant from one, that another shall sign a general Release.

TO all, &c. *A. &c.* and *B. &c.* send Greeting. *Whereas C. &c.* hath on the Day of the Date hereof duly executed and delivered unto or to the Use of *D. and E. of, &c.* who are Executors of the last Will and Testament of their Aunt *F. late, &c.* a general Release and Discharge, as well as they are Executors of their said Aunt *F. deceased*, as otherwise on their own Account; and hath also on the Day of the Date hereof paid unto, and deposited in the Hands of the said *A. and B.* for the Use of the said *D. and E.* the Sum of — *l.* of lawful, &c. which upon adjusting Accounts between the said *A.* for and on the Behalf of the said *D. and E.* and the said *C.* appears to be remaining due from him in full of all Accounts between them, as well on Account of the said Executorship, as otherwise, the Receipt whereof the said *A. and B.* acknowledge accordingly: *Now know ye*, that the said *A. and B.* do hereby, &c. covenant, &c. with the said *C.* his Executors and Administrators, that they the said *D. and E.* their Executors and Administrators, or some Person lawfully authorized by them, shall on or before the, &c. seal, execute and deliver unto, or to the Use of the said *C.* a good and sufficient general Release and Discharge, as well as they are Executors to their said Aunt *F. deceased*, as otherwise, on their own Account, to the Day of the Date hereof. *In Witness, &c.*

That one shall perform Covenants, &c. in a Writing.

TO all, &c. *B. &c.* sends Greeting. *Whereas* by a Writing indented, bearing Date, &c. made, or mentioned to be made between *C. of, &c.* of the one Part, and *I. &c.* of the other Part, reciting therein, That the said *C.* hath contracted with her Majesty's Navy, to deliver into her Majesty's Stores at *W. — Load*, or thereabouts, of Oak-Timber; and into her Majesty's Stores at *D. — Load*, or thereabouts, of Elm-Timber, within the Times and at the Prices therein mentioned; it is thereby declared, that altho' the said Contract is so made in the Name only of the said *C.* yet the same was upon the joint Account of the said *C. and I.* and that they are equally concerned therein, and in the Timber contracted to be sold and delivered, and all Profit and Loss thereby, as therein is mentioned, as by the said recited Writing amongst several Covenants and Agreements therein contained, Relation being, &c. *Now therefore* know ye, that the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree, to and with the said *C.* his Executors, Administrators and Assigns, that all and every the several Covenants, Articles, Payments, Agreements, Matters and Things in the said recited Writing mentioned and contained, by and on the Part and Behalf of the said *I.* to be observed, paid and performed, shall be fully observed, paid and performed by the said *I.* or him the said *B.* their Executors, Administrators or Assigns, or some of them, in all Respects, according to the true Intent and Meaning of the said recited Writing. *In Witness, &c.*

Covenant between two Owners, to pay an equal Part of the Charge of prosecuting another of the Owners, to pay his Proportion of the Charge of the Outset of a Ship.

WHEREAS *A.* of, &c. as well on the Part and Behalf, as at the Request of *B.* of, &c. hath commenced and is now prosecuting a Suit in her Majesty's High Court of Chancery, in the Name of him the said *A.* against *C.* one of the Part-owners of the Ship *D.* whereof *E.* was Master, for the Recovery of his the said *C.*'s Part, of the Monies due for the Outset of the said Ship, for her Voyage to *G.* in the Year 17—. Now the said *B.* for himself, &c. That he the said *B.* his Executors and Administrators, shall and will pay and make good one full and equal Half-Part of such Costs, Charges and Damages which he the said *A.* shall be at, and expend, suffer, sustain, or be put unto in and about, or by Reason of the said Suit, against the said *C.* or of any Judgment, Sentence, or Decree thereupon, or of any Suit at Law or in Equity, which shall or may be brought or commenced against the said *A.* by the said *C.* his Executors or Administrators, for or concerning the Money due and owing to the said *A.* on Account of the said Ship, or any Judgment, Sentence or Decree relating thereunto; and the said *A.* for himself, his Executors and Administrators (covenants, &c. with *B.*) that he the said *A.* his, &c. shall and will pay and make good to the said *B.* his Executors and Assigns, one full and equal third Part (the whole into three equal Parts being divided) of all such Sum and Sums of Money which he or they shall recover and receive of and from the said *C.* his Executors or Administrators, by or by Means of the said Suit, or any Judgment, Sentence or Decree, which shall be thereupon made, had or obtained; and that he the said *A.* shall and will bear and pay the other Half Part of all Costs and Charges of the said Suit, and all Proceedings thereupon; and of all Monies, Charges and Damages which shall or may be decreed or recovered against him or them by Reason thereof. *In Witness, &c.*

Note; *A.* was to have two Thirds, because of his Trouble.

Covenant (upon a Conveyance) that if any claim under the Feoffor, and thereby dispossess the Feoffee, then the Feoffor to be at the Charges of the Suit; but not, if not dispossessed, &c.

WHEREAS by Indentures of Lease and Release, the Lease bearing Date, &c. and other Assurance *B.* Senior of, &c. and *B.* Junior his Son and Heir apparent, for the Consideration therein mentioned, have absolutely sold and conveyed to *T. H.* and *I. H.* his Son of, &c. and their Heirs, to and for the Use of the said *T. H.* and his Heirs and Assigns, for ever, several Pieces of Land, &c. therein particularly mentioned; as thereby may appear. Now know all Men by these Presents, that the said *T. H.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *B.* Senior, his Heirs, Executors, Administrators and Assigns, by these Presents, that if at any Time or Times hereafter,

after, any Action, Suit or Prosecution, Actions, Suits or Prosecutions at Law or in Equity which shall be brought, commenced or prosecuted by *I. of, &c.* or any lawfully claiming or to claim, by, from or under him or *K.* his Brother deceased against the said *T. H.* and *I. H.* their Heirs or Assigns, or either, or any of them, or any claiming under them, either, or any of them, for to recover the said Premises so sold and conveyed as aforesaid, or any Part thereof, and the Possession thereof, from the said *T. H.* and *I. H.* or their Heirs, or the Heirs or Assigns of the said *T. H.* or either, or any of them, contrary to the Covenants of the said *B. Senior*, in the said Indentures of Release contained, for the Enjoyment of the said Premises; and that by or upon any such Action, Suit or Prosecution, Actions, Suits or Prosecutions, the said *T. H.* and *I. H.* or their Heirs, or the Heirs or Assigns of the said *T. H.* or any, or either of them, shall not be evicted from, or turned out of the Possession of the said Premises, in such Case he the said *T. H.* his Heirs or Assigns, is to bear, and will on his own proper Account bear and pay all Costs, Charges, Expences and Damages whatsoever, by or in Respect of any such Action, Suit or Prosecution, Actions, Suits or Prosecutions; or in defending the same, and his and their Right and Title to the said Premises, sold and conveyed as aforesaid; any Covenant, Article or Agreement in the said recited Indentures or other Assurance contained, to the contrary notwithstanding: But if by any such Action, Suit or Prosecution, Actions, Suits or Prosecutions, the said *T. H.* and *I. H.* their Heirs or Assigns, or the Heirs or Assigns of the said *T. H.* or either, or any of them, shall be evicted from, or turned out of the Possession of the said Premises, then the said *B. Senior*, his Heirs, Executors or Administrators, is to bear, and doth hereby agree for himself, his Heirs, Executors and Administrators, to and with the said *T. H.* his Heirs, Executors and Assigns, to bear and pay all Costs, Charges, Expences and Damages, which the said *T. H.* his Heirs or Assigns, shall or may sustain, by or in Respect of any such Action, Suit or Prosecution, Actions, Suits or Prosecutions, any Thing in these Presents to the contrary notwithstanding. *In Witness, &c.*

Covenant mutually between Part-owners of a Ship, to pay proportionable Parts of Charges in Suits, &c. against the Master, on turning him out.

WHEREAS we, whose Hands and Seals are here-unto set, having advanced and lent several Sums of Money unto *I. H.* Mariner, late Master of the Ship *P. Burthen* about — Tuns, now, &c. on the Bottom of the Ship, for her intended Voyage to *G.* and by Reason of the said Master's absenting himself, having arrested the said Ship in the High Court of Admiralty, in Right of our several Properties therein, by Virtue of several Bills of Sale, of Parts thereof granted to us by the said Master, that she may be appraised; for the Value whereof we or some of us are to give, or have given Security, to the Intent the said Ship may proceed on her said intended Voyage: *Now therefore* it is agreed by and between all of us who have hereunto set our Hands and Seals; and each of us doth by and for himself, his Executors and Administrators, severally and respectively, but not jointly, nor one for the other, covenant and agree, to and with the other and others here-unto subscribed, his and their Executors and Administrators, that each of us respectively shall and will bear and pay our respective Shares and

and Proportions, according to our several Parts and Interests of and in the said Ship, subscribed with our Names here-unto, as well of all Charges for the Fitting and Outfit of the said Ship, for her said intended Voyage to Sea; as also of all other Sums of Money, Payments, Charges and Damages, for or by Reason of all or any Suits or Prosecutions whatsoever, at Law or in Equity, which shall or may be brought or commenced, for or in Respect of the said Ship, against us, or any of us, by the said *I. H.* or any other Person or Persons, claiming or to claim any Right, Title or Interest, in or to the said Ship, or any Part thereof; or for or in Respect of any Debts, Monies or Securities, wherewith the same is and stands charged by the said *I. H.* the late Master thereof. *In Witness, &c.*

From Freighters and Insurers, to pay their Proportion of Charges of Suit, upon their being prosecuted by the Master for Average.

WE, whose Hands and Seals are here-unto set, do for our selves, our Executors and Administrators, severally, but not jointly, nor one for the other, promise and agree, to and with the said *G. W.* and *T. S.* of, &c. their Executors and Administrators, jointly and severally, that each of us, our Executors and Administrators, in Proportion to our, or any of our several Goods and Loading aboard the Ship *G. R. I.* Master in her late Voyage from *A.* to *L.* or in Proportion to such Sum or Sums of Money which we or any of us have under-written, to or upon any Policy of Assurance on the said Ship, or her Loading for the said Voyage, shall and will accordingly bear and pay our respective Parts and Shares with the said *G. W.* and *T. S.* of all such Sum and Sums of Money, Costs, Charges and Damages, which they or either of them have been at, paid and sustained, or shall be at, pay and sustain; or which have been and are recovered or awarded; or which shall be recovered or awarded against the said *G. W.* and *T. S.* or either of them, upon or by Reason of any Suit or Prosecution against them, or either of them, by the said *R. I.* at *L.* or by Reason of any Suit or Prosecution, which is or shall be commenced and prosecuted against them, or either of them, by the said *R. I.* for or on Account of Average, or upon or by Reason of any Suit or Prosecution against the said *R. I.* upon the Charter-Party relating to the said Ship and her said Voyage, or otherwise concerning the same in any wise. *In Witness, &c.*

Covenant for one to serve as Master of a Ship, for a Voyage to Virginia, and back to London.

THIS Writing indented, made, &c. between *I. H.* of, &c. Mariner, of the one Part, and *W. L.* of, &c. Merchant, of the other Part. *Whereas* the said *W. L.* at the Request of the said *I. H.* hath admitted the said *I. H.* to serve and go in the Office or Place of Master of the Galliot, Pink or Vessel, called the *D.* of the Burthen of — Tuns, or thereabouts, now in the River of *Thames*, for the said Ship's intended Voyage to *V.* and back to *London*. *Now know ye*, that the said *I. H.* for the Consideration here-under mentioned, doth hereby covenant, promise and agree, to and with

with the said *W. L.* his Executors, Administrators and Assigns, as followeth; (that is to say) that he the said *I. H.* shall and will do and perform all Matters and Things relating to the said Office or Place of Master of the said Ship, for her accomplishing and performing her said intended Voyage, according to the utmost of his Ability, for the most Profit of the said *W. L.* that he can; and also shall and will keep a just and true Account, of and concerning the said Voyage; and all Monies received and paid; and all other Matters and Things relating to the said Ship in her said Voyage; and shall and will make, render and give unto the said *W. L.* his Executors and Administrators, a like true and just Account in Writing, of and concerning the said Ship, and her said intended Voyage; and of all Freight and Monies received, paid, due or belonging to or on Account thereof; and also of all such Monies as shall come unto, and be remaining in his Hands, on Account of the said Ship, and Voyage, at her Arrival at *London* from her said Voyage, shall and will pay the same unto the said *W. L.* his Executors or Assigns; and shall and will also surrender and deliver up the actual Possession of the said Ship or Vessel, with all her Appurtenances whatsoever, unto the said *W. L.* his Executors or Assigns, upon his or their Notice or Demand; or to such other Person or Persons as he or they shall appoint to receive the same; and shall not, nor will not do, commit, or willingly suffer to be done any Act, Matter or Thing whatsoever, whereby or wherewith the said Ship with her Appurtenances shall or may be charged or incumbered; and in Consideration of the said Service to be done and performed by the said *I. H.* as aforesaid, he the said *W. L.* for himself, his Executors and Administrators, doth covenant and agree, to and with the said *I. H.* his Executors and Assigns, that he the said *W. L.* his Executors or Assigns, shall and will pay and allow unto the said *I. H.* upon the Return, Arrival and Discharge of the said Ship in the River of *Thames*, from the said Voyage, the Sum or Salary of — *l.* of lawful, &c. per Month, to be accounted from her Departure from *Gravesend* outward, and to continue while and until the said Ship shall be discharged from her said Voyage, as aforesaid, if the said *I. H.* shall so long continue Master thereof; and also Primage upon the said Ship's homewards Loading, and upon the Custom of the said Ship's Loading in *Virginia*; and also that the said *I. H.* shall have the Privilege of — *lb.* Weight of Bulk Tobacco, which he may take in or lade on his Account: And the said *I. H.* doth hereby promise and agree, to and with the said *W. L.* that he the said *I. H.* shall and will be accountable for and pay unto the said *W. L.* the Freight of all Bulk Tobacco which the said *I. H.* shall take in or bring home from *Virginia* in the said Ship, on his own Account, above the said — *lb.* Weight: And to the Performance of all and every the Covenants, Articles, Clauses and Agreements herein contained, on the Part of the said *I. H.* &c. [*As usual, only H. bound.*] In Witness, &c.

Covenant to send an Apprentice abroad, if desired.

TO all, &c. *B.* of, &c. sendeth Greeting. Whereas *P. N.* Son of *P. N.* of, &c. by his Indentures of Apprenticeship, bearing Date herewith, hath bound himself Apprentice to the said *B.* for — Years, from the Date of the said recited Indentures, as thereby may appear: And whereas it was agreed before and at the Time of Sealing of the said recited Indentures, that the said *P. N.* the Apprentice at the Expiration of the first — Years of the

the said Term of his Apprenticeship, shall, if the said *P. N.* the Father, his Executors or Administrators so desire, be sent abroad by the said *B.* to some Place or Factory where the said *B.* shall then trade, and there be continued and employ'd in the Business or Trade of the said *B.* for the remaining — Years of the said Term of his Apprenticeship; and therefore the said *B.* doth hereby covenant and agree, to and with the said *P. N.* his Executors and Administrators, that in Consideration of the Money by him received with the said Apprentice, and in Pursuance of the said Agreement, he the said *B.* shall and will accordingly, at the Request of the said *P. N.* his Executors or Administrators, but at his own Charge, send the said *P. N.* his Apprentice, unto some such Factory or Place whereunto the said *B.* shall then trade, as the said *P. N.* his Executors or Administrators, shall name and desire, and there, at his like Charge, suffer him to stay and continue, and also imploy him in his the said *B.*'s Trade and Business for the remaining — Years of his Apprenticeship. *In Witness, &c.*

From a Master, to find his Apprentice a Suit of Clothes, at the Expiration of his Indentures.

TO all, &c. *W. &c.* sends Greeting. *Whereas, &c.* [Recite the Indentures, as above]. And whereas *R.* of, &c. hath at or before Sealing hereof paid unto the said *W.* — *l.* in Consideration of his taking the said *H.* to be his Apprentice, as aforesaid, the Receipt whereof he doth hereby acknowledge: Now therefore, in Consideration of the Premises, the said *W.* doth hereby for himself, &c. that the said *W.* his Executors, Administrators or Assigns, shall and will at his and their own Charge, within — Months before the Expiration of the Term of the said *H.*'s Apprenticeship, as aforesaid, give unto the said *H.* a good new Suit of Cloths, with Stockings, Shoes and Hat, fitting and suitable to his Degree and Circumstance: To the Performance whereof the said *W. &c.* *In Witness, &c.*

Covenant from a Master, to return Part of the Money back which he had with his Apprentice, if either of them die within a limited Time.

TO all, &c. *T. W. &c.* sendeth Greeting. *Whereas, &c.* [Recite the Indentures, as before] And he the said *G. S.* Junior, Father of the said *W. S.* the Apprentice, hath paid and given to the said *T. W.* in Consideration of his taking his said Son to be his Apprentice, as aforesaid, the Sum of — *l.* of lawful, &c. the Receipt whereof the said *T. W.* doth hereby acknowledge; and it is agreed between the said *G. S.* and *T. W.* that he the said *T. W.* is to return and pay back — *l.* of the said — *l.* in Case either of them the said *T. W.* or the said *W. S.* shall die within the said Term of — Years: Now these Presents witness, that the said *T. W.* doth hereby for himself, &c. that in Case either of them the said *T. W.* or the said *W. S.* the Apprentice shall happen to die or depart his Life at any Time within or before the Expiration

piration of the first Year of the said Term of — Years; then and in such Case, if he the said *T. W.* his Executors or Administrators shall and do, within — Days after the Decease of either of them, return back and pay, or cause to be paid unto the said *G. S.* his Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. of the Sum of — *l.* which was given and paid with the said *W. S.* his Son, unto the said *T. W.* as aforesaid, according to the Agreement of the said Parties in that Behalf, at Sealing the said Indentures: Then, &c.

To pay Rent, and perform Covenants in a Lease assigned.

TO all, &c. *I. K. &c.* sends Greeting. *Whereas I. C. &c.* by his Indentures of Lease, bearing Date, &c. did demise and let unto *W. C. &c.* [*So recite the Lease*]. And whereas *W. C.* by a Writing or Endorsement on the said recited Lease under his Hand and Seal, bearing Date with these Presents, for the Consideration therein mentioned, hath assigned and set over unto the said *I. K.* the said recited Lease and Premises thereby granted, with the Appurtenances, and all his Estate, Term, Benefit, Claim and Demand, of, in and to the same, to hold unto the said *I. K.* his Executors, Administrators and Assigns, from thenceforth, for all the Residue of the said Term, by the said recited Lease, granted under, and subject to the Rents and Covenants thereby reserved and contained, on his and their Parts to be paid and performed, as by the said recited Lease and Endorsement thereon, Relation being thereunto respectively had, may appear. Now these Presents witness, that the said *I. K.* doth hereby, &c. [covenant with *W. C.*] that he the said *I. K.* his Executors, Administrators and Assigns, shall and will from the Feast-day of, &c. for all the Residue of the said Term of — Years by the said recited Lease granted, truly pay the said yearly Rent thereby reserved, in Manner as the same shall become due and payable; and will also from Time to Time, and at all Times hereafter observe, perform and keep all the Covenants, Articles, Clauses and Agreements therein contained, which on the Tenant's or Lessee's Part of the said Premises, are and ought to be paid, done and performed; and thereof, and therefrom, and from all Actions, Suits, Costs, Charges, Payments and Damages by Reason thereof, or the Non-payment or Non-performance thereof in any wise, shall and will at all Times hereafter well and sufficiently save, and keep harmless and indemnified the said *W.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them. *In Witness, &c.* [There may be a Penalty.]

Covenants for Service in Jamaica.

THIS Indenture made, &c. between *I. T. &c.* Blacksmith, of the one Part, and *L. of, &c.* of the other Part, witnesseth, that the said *I. T.* doth, for the Consideration hereafter mentioned, covenant, promise and agree, to and with the said *L.* his Executors and Assigns, that he the said *I. T.* will immediately after the Day of the Date hereof repair and go on board such Ship or Vessel as the said *L.* or his Assigns shall order and appoint for his Passage to *Jamaica* in Parts beyond the Seas, and continue on board the

H h

said

said Ship, until his Arrival at *Jamaica* aforesaid, and for, and during the Term of — Years, to commence and to be accounted from his Arrival in *Jamaica*, shall and will at all Times, constantly, faithfully, justly, honestly, orderly, and according to the best of his Judgment, Understanding and Ability, exercise himself, do and perform, and faithfully, justly, honestly and orderly, serve and behave himself in the Work and Occupation of a Blacksmith, and such other Work and Service as he shall be capable to do and perform, as a Covenant-Servant, according to the Orders and Directions of the said *L.* or his Assigns, without departing from, or leaving the said Service: *In Consideration* whereof, and of the Service to be performed, as aforesaid, the said *L.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree, to and with the said *I. T.* that he the said *L.* or his Assigns, will at his and their own Charges pay for the Passage of the said *I. T.* to *Jamaica*, and there find, provide and allow him Meet, Drink, Lodging, Working-tools, and all other Necessaries, Apparel excepted, during the said Term; and will also pay unto the said *I. T.* in currant Money of *Jamaica*, for the first — Years of the said Term of — Years, the Sum of — *per Annum*; and for and during the last — Years of the said Term, the Sum of — *per Annum* of like Money, by quarterly Payments, and by equal Portions. Mutual Penalties. *In Witness, &c.*

Another.

THIS Writing indented, &c. between *J. M. &c.* of the one Part, and *H. of London, &c.* for and on the Behalf of *L. of Jamaica, &c.* and the said *L.* of the other Part, witnesseth that the said *J. M.* in Consideration of the Sum of — *l.* of lawful, &c. to him in Hand paid by the said *H.* for and on the Behalf of the said *L.* at or before Sealing hereof, in Part of the first Year's Salary or Wages, to grow due as here-under is mentioned, whereof he acknowledges the Receipt; and for the further Consideration here-under mentioned, doth bind himself unto the said *L.* as his Covenant-Servant, and doth covenant, promise and agree, to and with the said *L.* and to and with the said *H.* for and on his Behalf, and either of them, their Executors, Administrators and Assigns, by these Presents, that he the said *J. M.* shall and will with the first Opportunity of Shipping, after the Date hereof, transport himself for, and go in and with such Ship or Vessel as the said *H.* shall provide and order in that Behalf, to the said Island of *Jamaica*, and there shall and will from Time to Time, of his Arrival at the said Island, for the Term of — Years then next ensuing, dwell, serve and continue with the said *L.* his Executors, Administrators and Assigns, without departing from or leaving the said Service; and during the said Term shall and will diligently, and truly, and faithfully, and according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in the said Art of a House-Carpenter, and do, and perform all Works and Business relating there-unto, as the said *L.* his Executors, Administrators or Assigns shall order and direct, for the most Profit and Advantage of the said *L.* that he can; and that he the said *J. M.* is well skilled in, and understands the said Art of a (House-Carpenter) and all Works belonging thereunto; and is an able Workman therein: *In Consideration* whereof, and of the Service to be performed, as aforesaid, the said *L.* and the said *H.* for

for and on the Behalf of the said *L.* do, and either of them doth hereby covenant, promise and agree, to and with the said *J. M.* as followeth (that is to say); That he the said *L.* his Executors, Administrators or Assigns, shall and will pay, or cause to be paid unto the said *J. M.* during the said Term of — Years, the yearly Sum or Salary of — *l.* of lawful Money in *Jamaica*, by equal quarterly Payments; out of the first of which said quarterly Payments to grow due, as aforesaid, the said 3 *l.* paid at Sealing hereof is to be deducted and allowed; and that he the said *H.* shall and will, for and on the Behalf of the said *L.* pay unto *M. M.* Wife of the said *I. M.* during the said Term, the further yearly Sum or Salary of — *l.* of lawful, &c. by equal quarterly Payments, upon Advice received from Time to Time, that the said *J. M.* was living, and in the Service of the said *L.* at the Time when the then preceeding Quarter, the said further Salary shall be due, and for which the same shall be demanded or ordered to be paid her: And further, that he the said *L.* shall and will also at his own Charge, find and provide unto and for the said *J. M.* good and sufficient Meat, Drink, Washing and Lodging; and also bear and pay the Charge of his Passage to *Jamaica* aforesaid: And lastly, that if in Case the said *I. M.* shall behave himself well, and faithfully, and diligently in his said Business, and the said *L.* shall approve thereof and think him deserving, he the said *L.* shall and will allow and pay unto the said *I. M.* or his Assigns, the further Sum or Salary of — *l.* of lawful Money of *Jamaica*, *per Annum*, over and above, and together with his said Wages or Salary before-mentioned, quarterly, as the same shall become due: But it is declared and agreed between all the said Parties, that the said *I. M.* is not to claim or demand the said further Salary of — *l. per Annum*, as his Due or Right; but the same is wholly at the Liberty of the said *L.* his Executors and Administrators, whether he shall pay the same, or not, as the said *J. M.* shall deserve the same by his diligent Service and Behaviour, as aforesaid. *In, &c.*

Another.

THIS Writing, &c. between *H.* of, &c. of the one Part, and *S.* of, &c. of the other Part, witnesseth, that the said *H.* for the Consideration here-under mentioned, doth hereby bind himself unto the said *S.* and his Assigns, as his and their Covenant-Servant, for the Term of — Years, to commence as here-under is mentioned, and doth hereby covenant, promise and agree, to and with the said *S.* his Executors, Administrators and Assigns, that he the said *H.* shall and will, upon the first Notice or Request of the said *S.* or his Assigns in that Behalf, go on board such Ship or Vessel as he or they shall order and appoint; and sail and proceed in and with the same to the said Island of *Jamaica*; and upon his Arrival there, shall and will for the Term of — Years, from his said Arrival to be accounted, dwell, serve and continue with *R.* of *Jamaica*, &c. or such other Person or Persons as the said *S.* by Writing under his Hand shall from Time to Time order and direct, without departing from, or leaving such his or their Service, and during the said Term shall and will diligently and faithfully, and according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and do and perform the Art, Work and Employment of a *Cooper* and such other Work, Service and Business as the

said *R.* or other the Assigns of the said *S.* as aforesaid, shall from Time to Time order and direct: *In Consideration* whereof, and of the Service to be performed by the said *H.* as aforesaid, the said *S.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *H.* his Executors and Assigns, as followeth; *viz.* that he the said *S.* or the said *R.* or either of the Assigns of the said *S.* or some of them in *Jamaica*, shall and will well and truly pay, or cause to be paid unto the said *H.* during the said Term of — Years the yearly Sum of — *l.* of lawful Money of *Jamaica*, by equal quarterly Payments, the first Payment thereof to be made at the End of three Months next after his Arrival at *Jamaica* aforesaid; and shall and will also during the said Term, find and provide unto and for the said *H.* good and sufficient Meat, Drink, Washing and Lodging; and also bear and pay the Charge of his Passage to *Jamaica* aforesaid. *In Witness, &c.*

Another from a Mother, on Behalf of her Son.

THIS Writing indented, &c. between *A.* of, &c. and *B. A.* Son of the said *A.* of the one Part, and *C.* of, &c. of the other Part, witnesseth, that the said *B. A.* for the Consideration here-under mentioned, doth hereby bind himself unto the said *C.* and his Assigns, as his and their Servant, for the Term of — Years, to commence as here-under is mentioned; and the said *A.* for the like Consideration herein after mentioned, doth for herself, her Executors and Administrators, covenant, &c. that the said *B. A.* her Son, shall with the first Opportunity of Shipping, after the Date hereof, go on board such Ship or Vessel as the said *C.* or his Assigns shall order in that Behalf, and sail in and with the same to the Island of *Jamaica*; and there shall and will for the Term of — Years, from the Time of his Arrival in the Island to be accounted, dwell, serve and continue with such Person or Persons in the said Island, as the said *C.* by Writing under his Hand, to be endorsed on these Presents, shall order and direct, without departing from, or leaving such his or their Service, and during the said Term, shall diligently and faithfully, and according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and do, and perform, as well the Art, Work and Employment of a *Sawyer*, to which he has been bred, as all such other Service, Work and Business, as such Person or Persons, to whom he shall be so ordered, shall require and think fit to employ him in; to all which said Matters and Things so to be done and performed by the said *B. A.* he doth hereby consent and agree, testified by his Signing and Sealing these Presents: *In Consideration* whereof, and of the Service to be performed, as aforesaid, the said *C.* doth for himself, his Executors, Administrators and Assigns, covenant, &c. that he the said *C.* or his Assigns in *Jamaica*, or some of them, shall and will truly pay, or cause to be paid, unto the said *B. A.* during the said Term of — Years, the yearly Sum or Salary of — *l.* of lawful Money of *Jamaica*, by equal quarterly Payments; the first Payment thereof to be made at the End of three Months next after his Arrival at *Jamaica* aforesaid: And will also during the said Term, find and provide unto and for the said *B. A.* good and sufficient Meat, Drink, Washing and Lodging; and bear and pay the Charge of his Passage to *Jamaica*: *Provided* always nevertheless, that if the said yearly Sum or Salary of — or any Part thereof shall be behind or unpaid by the Space of — Days

Days, over or after any of the said Quarter-Days or Times whereon the same ought to be paid, being lawfully demanded, that then and from thenceforth these Presents, and every Covenant, Clause and Agreement herein contained, for and concerning the then Residue of the said Service so to be performed by the said *B. A.* of the said — Years, as aforesaid, shall cease and be void; any Thing aforesaid, &c. *In Witness, &c.*

Covenant from one (that has served but — Years of his Time, to serve the Remainder) to a Carpenter.

THIS Writing indented, &c. between *A.* of, &c. and *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part. *Whereas* the said *B.* hath served the Term of five Years in the Island, &c. as an Apprentice in the Trade and Occupation of a Carpenter: *Now* these Presents witness, that for to make up the Service of the said *B.* in the said Trade of a Carpenter, the full Term of seven Years, he the said *B.* doth hereby bind himself unto the said *C.* for the Term of two Years, from the Day of the Date of these Presents to be accounted, and fully to be compleat and ended; and therefore the said *B.* and likewise the said *A.* do jointly and severally covenant, promise and agree, to and with the said *C.* his Executors, Administrators and Assigns, that he the said *B.* shall and will for the said Term of two Years, to be accounted as aforesaid, dwell, serve and continue with the said *C.* and diligently and faithfully, and according to the best of his Power, Skill and Knowledge, exercise and imploy himself in, and do and perform such Work and Business in the Art of a Carpenter, as the said *C.* shall from Time to Time order and direct; and that he the said *B.* shall and will find and provide all his own wearing Apparel, and also working Tools needful for his said Service, not exceeding the Value of 40 s. And the said *C.* in Consideration of the said Service of the said *B.* and of his providing himself with Apparel and Tools, as aforesaid, doth hereby for himself, his Executors and Administrators, covenant, &c. to and with the said *B.* his Executors, Administrators and Assigns, that he the said *C.* his Executors or Administrators, shall and will teach and instruct, or cause the said *B.* to be, &c. by the best Means that he can in the said Art of a Carpenter, and all Works belonging thereunto; and shall and will also during the said Term of two Years, to be accounted as aforesaid, find and provide to and for the said *B.* good and sufficient Meat, Drink, Washing and Lodging; and will likewise pay and give unto the said *B.* 2 s. 6 d. at *Christmas* yearly, during the said Term. *In Witness, &c.*

Covenants endorsed on a Partnership, for continuing the same, with other Covenants.

THESE Presents endorsed witness, that it is mutually declared and agreed between the within-named *A.* and *B.* for themselves, their Executors and Administrators respectively, that the Partnership and joint Trade between them, within-mentioned, shall be continued between them for the Term of — Years, from the Expiration of the — Years within mentioned

mentioned to be accounted, if both of them shall so long live, with the joint Stock, and under and subject to the several Covenants and Agreements, as are within exprefs'd and contained: *And whereas* since the Sealing and Executing of the within written Indenture of Partnership, the said *A.* hath bought and purchased the Lease and Term of and in the said Messuages and Premisses within mentioned, which he then held at a Reck-Rent: It is therefore further declared and agreed between the said Parties, that if the said *A.* shall happen to die before the Expiration of the said Term of — Years, and the said *B.* shall him survive, that then the Executors and Administrators of the said *A.* are only to grant, and upon the said *B.*'s giving Security for Payment to the Executors or Administrators of the said *A.* of so much Money as his Part and Share in the joint Stock and Debts, which shall be then owing on Account of the said joint Trade, shall amount unto, and for the — *l.* to be allowed to the said *A.* for his Charges in Repairs and other Works about the said House, as in the within written Indentures in that Behalf is exprefs'd, and according to the true Meaning thereof, they the Executors and Administrators of the said *A.* shall and will at the Charge of the said *B.* seal and execute to him a Lease of the said Messuages or Tenements, for the Term of — Years to commence from the Quarter-Day next, after the Decease of the said *A.* at the yearly Rent of — *l.* to be paid quarterly, and with such Covenants to be contained therein, as are contained in the Lease whereby the said *A.* holds the said Premisses; which Lease the said *B.* agrees to accept; and at the same Time to seal a Counter-Part thereof to the Executors or Administrators of the said *A.* and that the said Executors or Administrators are not to grant his Lease and Term of Years therein, as within is mentioned; nor any further Term therein, otherwise than as aforesaid, the within-written Indentures, or any Covenant or Clause therein to the contrary notwithstanding. *In Witness, &c.*

Another.

WE, the within-named *A. B.* and *C.* do by these Presents endorsed, declare, and mutually covenant and agree, unto and with each other, his and their Executors and Administrators, to continue the joint Trade and Partnership within-mentioned, for the further Term of — Years, from the Expiration, &c. (as far as contained.) [*There is another Sort of one.*]

Covenant of Bottomry, for Russia.

TO all, &c. *A.* of, &c. Master of the good Ship or Vessel called the *F.* of the Burthen of — Tuns, or thereabouts, now riding at Anchor in the River of *Thames*, sends Greeting. *Whereas* the said Ship is bound out on a Voyage to *Arch.* in *Russia*, and thence to *P.* to end her Voyage: *And whereas B. &c.* hath on or before the Day of the Date hereof paid and lent unto the said *A.* the Sum of — *l.* of lawful, &c. for Necessaries, for fitting out the said Ship for her said intended Voyage, the Receipt whereof the said *A.* doth hereby acknowledge accordingly; and the said *B.* is contented, and doth agree to stand to and bear the Hazard and Adventure thereof, on the Hull or Body of the said Ship, during the said Voyage, so as the same exceed not 12 Kalendar Months, from the Date hereof

to be accounted: *Now know ye*, that the said *A.* for himself, his Executors and Administrators, doth covenant and agree, to and with the said *B.* his Executors and Assigns, as followeth, (that is to say), That the said Ship shall with all Expedition, after the Date hereof, sail from and out of the River of *Thames*, and proceed on her said Voyage to *A.* and thence sail to *P.* or other her Delivery-Port in *England*, and end her Voyage by or before the End or Expiration of the said 12 Kalendar Months, from the Day of the Date hereof to be accounted (the Dangers of the Seas, the Restraint of Princes, and other inevitable Accidents excepted) and also that he the said *A.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, in Consideration of the Money to him lent, and the Hazard and Adventure thereof, as aforesaid, the Sum of — *l.* of lawful, &c. within — Days next, after the Arrival of the said Ship from her said Voyage at *P.* as aforesaid, or other her Delivery-Port in *England*, or next after the End and Expiration of the said 12 Kalendar Months, to be accounted as aforesaid, which of them shall first happen, together with the Sum of — *l.* of like Money *per* Month more, for all such Time and so many Months as shall be elapsed and run out of the said 12 Months, over and above nine Months, and after the same Rate for any greater or lesser Time than a Month: *Provided* nevertheless, that if the said Ship in her said intended Voyage, and before the End of the said 12 Months shall happen to be taken by any Enemies, Men of War or Pirates, or otherwise lost or cast away by any inevitable Casualties, to be in such Case sufficiently proved by the said *A.* his Executors or Administrators, then and in such Case these Presents, and every Thing herein contained, shall be utterly void and of none Effect; and the said *A.* his Heirs, Executors or Administrators shall not be liable or chargeable to pay all or any Part of the said Money before-mentioned; but the said *B.* his Executors and Administrators in such Case to lose the same: And to the Payment and Performance of the Covenants, Payments and Agreements aforesaid, the said *A.* bindeth himself, his Heirs, Executors and Administrators, unto the said *B.* his Executors, Administrators and Assigns, in the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents. *In Witness, &c.*

Another for a Ship let to the Transport-Service.

TO all, &c. *A.* of, &c. Part-owner of the good Ship or Vessel, called the *S. Burthen* — Tuns, on the Day of the Date hereof at Anchor in Safety in the *Docks*, and *B.* of, &c. Master of the said Ship, sends Greeting. *Whereas* the said Ship is bound out, and forthwith to depart on a Voyage in her Majesty's Transport-Service: *And whereas* the said *A.* and *B.* have on the Day of the Date hereof received and borrowed of *C.* and *D.* of, &c. the Sum of — *l.* of lawful, &c. for supplying the said Ship with Necessaries for or towards fitting her for her said intended Voyage; and the said *C.* and *D.* are contented to stand, &c. [*As above*] accounted, the Receipt of which said Sum of — the said *A.* and *B.* do hereby acknowledge, and thereof do discharge the said *C.* and *D.* their Executors, Administrators and Assigns jointly and severally, &c. That the said Ship shall return to the Port of *London*, or some other Part or Place of her Discharge in *England*,

land, and end her Voyage by or before the End or Expiration of the said — Kalendarly Months, from the Day of the Date hereof to be accounted (the Dangers of the Seas excepted); and also that they the said *A.* and *B.* their Heirs, Executors, Administrators or Assigns, or some, or one of them, shall and will well and truly pay, or cause to be paid, unto the said *C.* and *D.* their Executors, Administrators or Assigns, some or one of them. *In Consideration, &c. (As above)* Return and Arrival at the Port of *London*, or other her Port or Place of Discharge in *England*, or next after the End, &c. *Provided* nevertheless, that if the said Ship in her said intended Voyage, and before the End of the said — Kalendar Months shall happen to be cast away, or lost by the Dangers of the Seas, to be in such Case sufficiently proved by the said *A.* and *B.* their Executors and Administrators, or some of them; and that such Loss shall not happen by any Enemies, as here-under is mentioned, then and in such Case these Presents, and every Thing herein contained, shall be utterly void, and of none Effect; and the said *A.* and *B.* their Heirs, Executors or Administrators, either, or any of them, shall not be chargeable to allow or pay the said Sum of —, or any other Monies before-mentioned; but the said *C.* and *D.* their Executors and Administrators are in such Case to lose the same, any Thing aforesaid, &c. *Provided* also, and it is agreed and declared by and between the said Parties for themselves, their Executors and Administrators respectively, that if the said Ship shall before her Arrival and Discharge at the Port of *L.* or other her Port or Place of Discharge in *England*, be any ways lost, cast away, destroyed or taken, by or by Means of any Enemies, or by endeavouring her Escape therefrom, in such Case the said *C.* and *D.* their Executors or Administrators, either, or any of them, are not to bear any such Risque, nor to hazard or lose the said Money thereby, but if any such Loss of the said Ship happens; yet nevertheless the said *A.* and *B.* their Executors and Administrators, or some of them, are to pay, and shall and will pay the said Sum of — *l.* lent, as aforesaid, together with the said Sum of — *l.* per Month more, and proportionably after that Rate, for a lesser Time than a Month, from the End of the said four Months, to the Time of such her being lost, not exceeding the said eight Months before-mentioned, the said Proviso, or any other Thing herein contained to the contrary notwithstanding: And to the Payment, &c. and the said Ship or Vessel, with her Furniture, Tackle and Apparel, and all her Freight and other Monies to become due or payable for the Hire of the said Ship, or otherwise, by Virtue of the Charter-Party between the said *B.* and the Commissioners for her Majesty's Transport-Service for that Purpose, unto the said *C.* and *D.* &c. *In Witness, &c.*

Penalty.

Covenant of Bottomry, and Order to deduct the Money out of the Freight to grow due by Charter-Party (it being to the Merchant that freighted the Ship) by the Factors of the Merchant at the Place where she is bound.

TO all, &c. *A.* &c. Master of the good Ship or Vessel called the *G.* Burthen about — Tuns, now at Anchor in the, &c. sends Greeting. *Whereas* the said Ship is now bound out, and forthwith to depart on a Voyage to *L.* and thence to *M.* in the Service of *B.* of, &c. *And whereas* the said *B.* hath on the Date hereof paid and lent unto the said *A.* the Sum of — for supplying the said Ship with Necessaries, for or towards fitting her for

for her said intended Voyage; and he contented to stand and to bear the Hazard and Adventure thereof on the Hull or Body of the said Ship, during the said Voyage, so as the same do not exceed — Kalendar Months, from the Date hereof to be accounted, the Receipt of which said Sum of — *l.* the said *A.* doth hereby acknowledge, and thereof doth discharge the said *B.* his Executors, Administrators and Assigns. *Now know ye,* that the said *A.* doth for himself, his, &c. covenant, &c. that he the said *A.* his Heirs, Executors and Administrators, shall and will well and truly pay, or cause to be paid, unto the said *B.* his Executors, Administrators or Assigns, or to his or their Order in *M.* aforesaid, the Sum or Value of — *l.* of lawful, &c. within — Days after the said Ship's Arrival at *M.* aforesaid, or next after the End and Expiration of the said — Kalendar Months, to be accounted as aforesaid, which of them shall first happen; and for the better Security of Payment of the said Sum of — *l.* the said *A.* doth hereby bind and oblige the said Ship or Vessel, with all her Freight, Furniture, Tackle and Appurtenances, unto the said *B.* his Executors, Administrators and Assigns; and doth likewise hereby for himself, his Executors, Administrators and Assigns, covenant, &c. that he and they shall and may; and the said *A.* doth hereby order and impower him and them, or his Assignee or Assignees, to deduct, retain and keep in his and their Hands, and to his and their own Use and Uses, the said Sum or Value of — *l.* from or out of the Freight or Money which shall grow and become due and payable, by and from the said *B.* his Executors, Factors or Assigns, upon and by Virtue of the Charter-Party for that Purpose, under the Hand and Seal of the said *B.* bearing Date the, &c. or any Covenant therein contained, or otherwise for and in respect of the said Ship and Voyage, the said Charter-Party, or any Covenant or Clause therein contained to the contrary notwithstanding: *Provided* nevertheless, &c. any Thing, &c. A Penalty. *In Witness,* &c.

Another, with Order to deduct the Money out of the Freight to grow due by Charter-Party (by the Merchant at London).

TO all, &c. (*as above*). *Now know ye,* that the said *A.* for himself, his, &c. doth covenant, &c. that he the said *A.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, in Consideration of the said Money so to be lent, and the Adventure thereof, as aforesaid, &c. [*As in pag. 173. to the Bottom of the said Covenant; then as above*]. And for the better Security of Payment of the Money which shall grow and become due and payable, as aforesaid, the said *A.* doth hereby for himself, his, &c. covenant, &c. that he and they shall and may, and doth hereby order, &c. [*as above*] uses the said Sum of —, and all such further and other Sum and Sums of Money which shall or may become and grow due by Virtue of these Presents, from and out, &c. [*The rest the same as above.*]

That the Lessee shall have the Benefit of Policy made by Lessors.

TO all, &c. *A. B. C.* and *D.* of, &c. send Greeting. *Whereas* the said *A. B. &c.* by Indenture of Lease under their Hands and Seals, bearing even Date, &c. have let unto *E.* of, &c. a certain Messuage or Tenement, situate, &c. now in the Occupation of *F.* for — Years from *Christmas* last, at the yearly Rent therein mentioned: *And whereas* by a certain Instrument or Policy of Insurance, under the Hands and Seals of *G.* and *H.* Gent. bearing Date, &c. the said *A.* in his own Name only did insure the Sum of — *l.* to be paid at the End of — Months, after the said House shall be burnt down, demolish'd or damnified, by, or by Reason of Fire; and so often as any new House to be built in the Place thereof shall be burnt down, demolished or damnified by Fire within the Term of 11 Years, from the Date thereof (in Case the said House, or such new House be only damnified, or if such House be not repaired and put in so good Condition as the same was before, then the like Sum of — *l.* [*or to that Effect*]), as by the said Writing or Policy of Insurance, Relation being, &c. which Insurance was so made by and in the Name of the said *A.* only, but for the Use and Benefit of them the said *B. C.* and *D.* as well as himself. *Now* these Presents witness, that the said *A.* and likewise the said *B. &c.* for themselves, their Executors, Administrators and Assigns, jointly and severally do covenant, &c. that in Case the said Premises by the said recited Lease demised, or any Part thereof, at any Time or Times during the now Remainder of the Term in the said recited Writing or Policy mentioned to come and unexpired, shall happen to be burnt down, demolished or damnified, by, or by Reason of Fire, that then and so often he the said *E.* his Executors, Administrators and Assigns, shall and may have and receive all Sum and Sums of Money mentioned in, and which shall become payable by and upon, and all other Benefit and Advantage to be had and taken by Virtue of the said recited Policy of Insurance, for and towards repairing, rebuilding or making good the said Messuage or Tenement, notwithstanding the said recited Lease, or any Covenant or Agreement therein contained, on the Part of the said *E.* for repairing and upholding the said Premises as therein is mentioned; and that in such Case the said *A.* his Executors or Administrators, shall and will at the Charge of the said *E.* his Executors, Administrators or Assigns, either assign the said Policy of Insurance to him or them, or sufficiently empower him and them to demand, recover and receive the same for the repairing, rebuilding and making good the said Messuages or Tenements and Premises, or any Part thereof, so often as the same shall happen to be burnt down, demolish'd or damnified by Fire within the now Remainder of the said Term in the said Policy mentioned, as by him or them, &c. *In Witness, &c.*

From Lessee, to make good what shall fall short of his Insurance, and to renew.

TO all, &c. *A. &c.* sends Greeting. *Whereas* by a certain Indenture or Policy of Insurance under the Hands and Seals of *B.* and *C.* bearing Date the, &c. the said *A.* hath insured the Sum of — *l.* on a Messuage *in his*

his Occupation, situate, &c. for the Term of — Years, from the Date thereof, for rebuilding or repairing thereof, in Case the said Messuage be burnt down, or damaged by Fire, during the said Term, [*or to that Effect*], as thereby, Relation, &c. *Now these Presents* witness, that the said *A.* for himself, his, &c. doth covenant; &c. that in Case the said Premises, or any Part thereof, at any Time or Times, during the Term in the said recited Writing or Policy mentioned, shall happen to be burnt down, demolished or damaged, by or by Reason of Fire, that then and so often all such Sum and Sums of Money which shall become payable by and upon the said recited Writing or Policy, shall go and be applied for or towards the Repairing, Rebuilding or making good the said Premises; and shall not be used or converted by the said *A.* his Executors or Assigns, to any other Purpose whatsoever: And in Case the same shall fall short, and not be sufficient to repair or rebuild the said Premises, that in such Case, and so often he the said *A.* his Executors, Administrators and Assigns, will bear all further Charges of repairing or rebuilding the said Premises, and making the same in the like Condition as when so burnt down or damaged, according to the true Intent and Meaning of the Covenants in the Lease thereof granted by the said *D.* to the said *A.* contained on the Part of the said *A.* to be performed without any Benefit, by Virtue thereof, or of the said Insurance, or otherwise in Law or Equity to be had or claimed to the contrary; and that at the Expiration of the said — Years, he the said *A.* will renew and continue the said Insurance on the said Premises for the said Sum, at the least for — Years longer; and from the End thereof, for the Residue of the Term of — Years, by the said Lease granted to be applied for the Purpose aforesaid. *In Witness, &c.*

Covenants for a Book-keeper at the Plantations in Jamaica.

THIS Writing, &c. between *A. B. C.* and *D. &c.* of the one Part, and *E. of, &c.* of the other Part, witnesseth, that, &c. [*As in the Covenant for Service abroad*] dwell, serve and continue with *F. of, &c.* in the said Island, Gentleman, their Factor or Agent, or other the Factors, Agents or Assigns of the said *A. B. &c.* in *Jamaica* aforesaid, and during the said Term, &c. employ himself, as well in keeping the Accounts of their Plantations in the said Island; and shall and will do and perform all such other Service and Business relating to their said Plantations in the said Island, as *F.* or other the Agents, Factors or Assigns of the said *A. B. &c.* shall from Time to Time order and direct; and that he the said *E.* shall and will during the said Term be just and faithful to the said *A. B.* in and concerning, and make and give from Time to Time a true Account of, and discharge himself for all Money, Goods and Things which he shall receive, or shall come, or be committed to his Charge, Custody or Possession, during the said Term: *In Consideration* whereof, and of the Service to be performed by the said *E.* as aforesaid, the said *A. B. &c.* do hereby for themselves, their Executors, Factors or Assigns, jointly and severally covenant, &c. that the said *F.* or other the Factors, Agents or Assigns of the said *A. &c.* at *Jamaica*, shall truly pay, or cause to be paid, unto the said *E.* in *Jamaica*, during the said Term of — Years, the Sum or Salary of — *l.* of lawful, &c. by equal quarterly Payments; and shall and will at his and their own Charge find and provide unto and for the said *E.* good and sufficient Meat, &c. And it is agreed be-

If he hath
not his
Health,
to have
Liberty
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vice.

tween the said Parties, that if the said *E.* shall not have his Health in the said Island at any Time during the said Term, and in such Case shall be desirous to return to *England*, and leave the Service aforesaid; and for that Purpose shall give — Months Notice or Warning to the said *F.* or other the Factors, Agents or Assigns of *A. &c.* in *Jamaica* aforesaid in Writing, that then and in such Case, from and after the End of the said — Months Notice so to be given, as aforesaid, and a just and faithful Account, Payment and Delivery made, rendred and given to the said *F.* or other the Factors or Agents of the said *A. &c.* at *Jamaica*, of all Money, Goods and Things, of and belonging to them the said *A. &c.* or any of them which shall be then in his Hands, Custody or Possession, and for which he shall be chargeable, and not before accounted for or discharged; it shall and may be lawful to and for the said *E.* to leave the said Service, and the same shall thenceforth cease and be determined, and he the said *E.* may at any Time afterwards at his own Charge return to *England*; these Presents or any Covenant or Article therein to the contrary notwithstanding. *In Witness, &c.*

For Service in Jamaica, and if disliked by him to whom he is assigned, he is to turn him away, the Servant paying all Charge of his Passage, &c.

THIS Writing, &c. [*The same as for Service in Jamaica*]. And lastly, it is mutually covenanted and agreed, by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, that if the said *F.* shall dislike and not approve of the Service of the said *E.* and of such Dislike shall give Notice to the said *E.* within — Days after his Arrival at *Jamaica*, then and in such Case he the said *E.* is to be, and shall be released, and shall and may leave and depart from his Service aforesaid, paying to the said *F.* for the Use of his the said *A.* the Sum of — *l.* paid him at Sealing hereof; and also paying, or causing to be paid unto the said *A.* his Executors, Administrators, Factors and Assigns, what he the said *A.* shall pay for the said *E.*'s Passage to *Jamaica* aforesaid, which said several Sums the said *E.* agrees to pay accordingly; any Thing herein contained to the contrary thereof in any wise, &c. *In Witness, &c.*

Covenant for Fidelity of Banker's Accountant.

WHEREAS *A.* of, &c. at the Request of *B. C.* and *D.* of, &c. hath entertained *E.* to serve him in his Trade and Business of a Goldsmith: Now each of them the said *B. C.* and *D.* by and for himself, his Heirs, Executors and Administrators, severally and respectively, and not jointly, nor, &c. doth covenant, &c. that if he the said *E.* from Time to Time, and at all Times, during his Continuance in the said Service, shall not make and give unto the said *A.* his Executors and Administrators, a true Account, and discharge himself of and from, and shall not also pay and deliver unto the said *A.* his Executors and Administrators, all such Sum and Sums of Money, Bills, Notes and other Things which he shall from Time to Time receive, discharge; or which shall come to his Charge or Custody, of or be-
longing

longing to the said *A.* his Executors or Administrators; or any others where-with he or they shall or may be charged or chargeable; and discharge him-self faithfully in all Matters and Things relating to his said Service, during his Continuance therein, that then and in such Case, and so often each of them the said *B. &c.* his Heirs, Executors and Administrators respectively, shall and will be answerable for and pay unto the said *A.* his Executors or Assigns in lawful, &c. his and their several and respective full Quarter-Part of the full Value of all and any such Monies, Bills, Notes or other Things which shall at any Time or Times appear to have been received, discharged by, or come unto the Charge or Custody of the said *E.* and of, for or from which he shall not so duly account and discharge himself, as aforesaid; or which shall be found, confessed or proved to be imbezilled, mispent, made away, or unjustly detained by the said *E.* or any others, by or through his Means, Privity or Procurement, so as such Money, Bills, Notes or other Things do not exceed or amount in the whole to more than the Sum or Value of 2000 *l.* the said *A.* his Executors or Administrators giving Notice from Time to Time unto the said *B. &c.* their Heirs, Executors or Administrators, or some, or one of them, within — Days, always next after any such Money, Bills, Notes, or other Things shall be so confessed, proved or made appear to be imbezilled, mispent, made away, or unjustly detained by the said *E.* or by any others, by or through his Means, Privity or Procurement, or of, for and from which he shall not so from Time to Time duly account and discharge himself, as aforesaid. *In Witness.* [*There may be a Penalty.*]

*From East-India Owners to repay what Money shall be ad-
vanced in the East-Indies.*

WE, *A.* of, &c. and *B. &c.* Part-owners of the good Ship or Vessel called *A.* Burthen, &c. now, &c. whereof *D.* is Commander, do for ourselves, our Executors and Administrators, jointly and severally, covenant, promise and agree, to and with *C.* of, &c. his Executors, Administrators and Assigns, by these Presents, that what Money shall be paid by the said *C.* or by his Order at *Surrat* in *East-India*, unto *D.* Commander of the said Ship *A.* or in his Absence, or in Case of his Decease unto *E. &c.* at any Time or Times, from the Date hereof, until the — Day of — 17 — not exceeding — Rupees, we the said *A.* and *B.* our Executors or Administrators, will repay the same unto the said *C.* his Executors or Administrators, or to his or their Assigns in *London*, at the Rate of — *l.* Sterling per Rupee, within — Days after the Bill or Bills which shall be drawn on us for the same, shall be presented unto us, or either of us, our Executors or Administrators. *In Witness, &c.*

*To pay what Money shall be advanced on a Letter of Credit
at Archangel.*

WHEREAS Mr. *A. B.* Merchant, hath given Letters of Credit to *C. D.* Master of the Ship *E.* on Messieurs *F.* and *G.* at *Ar.* for — *l.* or — *l.* Now we the said *C. D.* and *H. I.* of, &c. do oblige our-

ourselves, our Heirs, Executors and Administrators, jointly and severally, to the said *A. B.* his Executors and Assigns, to pay to him or them at *London* such Sum or Sums of Money as the said *C. D.* shall receive of the said Messieurs *F.* and *G.* upon the Credit given, as aforesaid, according as the Exchange shall govern for *London*. *In Witness, &c.*

For continuing a Lease six Months longer; but if the Lessor can let the House before the Expiration, the Lessee to surrender.

The Recital of the Lease.
Recital of an Agreement for six Months after the Expiration of the Lease.

Now these, &c.

For six Months.

If the Lessor can let it before the End of 6 Months, the Lessor to surrender.

To surrender, if he can let it before the End of the said 6 Months.

THIS Writing indented, &c. Between *A. &c.* of the one Part, and *B.* of, &c. of the other Part. *Whereas* [Recite the Lease from *A.*] which Lease and Term expired on the Feast-day of, &c. last. *And whereas* the said *A.* hath by Agreement, dated, &c. let the said Premises to the said *B.* from the Feast, &c. unto the Feast of, &c. as thereby may appear. *Now* these Presents witness, that the said *A.* doth hereby for himself, his Heirs and Assigns, covenant, &c. That he the said *B.* his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Liberties and Privileges, and all other the Premises, with the Appurtenances by the said recited Lease granted, together also with the Use of the Goods, Implements, and other Things mentioned in the Schedule to the said recited Lease annex'd, from the Feast-day of, &c. now next ensuing, unto the Feast-day of, &c. now also next ensuing, at the Rent or Sum of — *l.* to be paid as here-under is mentioned, and under the Covenants, Provisers and Agreements contained in the said recited Lease, on his and their Parts to be paid and performed during the said Term, without the lawful Let, Suit or Eviction, of or by the said *A.* his Heirs or Assigns, or any others, by or through his, their, or any of their Means or Procurement, (unless the said *A.* shall in the mean Time let the said Premises to any other Person or Persons; and in such Case these Presents to be determined; and the said *B.* is to surrender the Premises on or before the, &c. *And* the said *B.* doth hereby for himself, his, &c. covenant, &c. that he the said *B.* his Executors, Administrators and Assigns, shall and will for and during the said Term hereby letten, truly pay, or cause to be paid, unto the said *A.* his Heirs and Assigns, the Rent or Sum of — *l.* of lawful, &c. on the Feast-day of, &c. or on the said, &c. now next, if the said *A.* shall let the Premises in the mean Time, as aforesaid) and will also observe and perform all and singular the Covenants, Articles and Agreements in the said recited Lease contained on his and their Parts and Behalfs, to be observed, performed and kept as fully and amply, as if the same were particularly mentioned and contained in this present Writing; and the said *B.* doth also covenant and agree with the said *A.* that if the said *A.* shall let the said Premises at any Time before *Midsummer* next, in such Case he will upon Notice thereof, and if required by the said *A.* his Heirs or Assigns, surrender and yield up the said Premises on the, &c. now next, or at any Time afterwards, and before *Midsummer* next. *In Witness, &c.*

Covenant about going Shares in Lottery-Tickets.

TO all, &c. *A. B.* and *C.* of, &c. send Greeting. *Whereas* Messieurs *D.* and *E.* (Merchants at *Amsterdam*) by Order of the said *A. B.* and *C.* have bought — Tickets in the *Dutch* Lottery, the particular Numbers whereof are indorsed on these Presents, and the said Tickets are now in the Hands of the said Messieurs *D.* and *E.* for the Account of the said *A. B.* and *C.* according to their respective Interests therein, herein after mentioned: *Now these* Presents witness, that it is declared, covenanted and agreed, by and between the said *A. B.* and *C.* for themselves, their Executors and Administrators respectively, as followeth; (that is to say) That they the said Parties are and shall be interested in and intitled to the said — Tickets, and all Sum and Sums of Money, Benefit, Profits and Advantage whatsoever, which shall or may happen, arise, or become payable, by, upon, or in respect thereof, or of any of them, as followeth, (that is to say) The said *A.* is interested in, and hath, and shall have Right and Title to four full and equal fifth Parts thereof (the whole into five equal Parts being divided) and the said *B.* and *C.* are jointly interested in, and shall have Right and Title to the remaining fifth Part thereof; and that they the said Parties shall and may have and receive their respective Shares thereof, as afore said, without any Let or Interruption, of or by the other, or others of them, and without any Benefit of Survivorship, to be had or taken by either, or any of them, of, in, or to the Part and Share belonging to the other, or others of them, of and in the said Tickets. *In Witness, &c.*

The particular Numbers of the Tickets within mentioned, *viz.*

N^o —————

To leave Goods and Things in a House.

WHEREAS *A.* of, &c. by her Indenture of Lease, dated the, &c. hath let unto *B.* of, &c. a Mesuage or Tenement, with the Appurtenances, situate, &c. for — Years, from *Michaelmas* now last past: *And whereas* the several Things mentioned in the Schedule herein after contained, at the making and executing of the said Lease were, and now are in, about and belonging to the said letten Premises, and are to be left therewith at the End of the said Lease; and therefore the said *B.* for himself, his Executors, Administrators or Assigns, doth hereby covenant and agree, to and with the said *A.* her Executors, Administrators and Assigns, that he the said *B.* his Executors, Administrators and Assigns, at the Expiration of the said — Years, or other sooner Determination of the said Lease, shall and will leave with the said Premises the said several Things mentioned in the Schedule hereunder contained, in as good Condition as the same now are (reasonable Use and Wearing thereof in the mean Time excepted). The Schedule [*Here mention the Things*]. *In Witness, &c.*

Covenant

Covenant, to pay — l. at 20 s. per Week, being for the Consideration of one's Leaving off his Trade, and the others being put into it.

TO all, &c. A. of, &c. and B. of, &c. send Greeting. *Whereas C. of, &c. hath on the Day of the Date hereof let unto the said B. a certain Ware-house in, &c. wherein the said C. did lately exercise and drive the Trade or Business of buying and selling, &c. and for the Consideration or Gratuity here-under mentioned and agreed to be given him by the said B. and at the Request of the said B. hath discontinued the said Trade therein, and left the same to the said B. to his own Benefit: Now these Presents witness, that in Consideration of the said C.'s having so discontinued his said Trade and Business in the said Ware-house, and of the Benefit and Advantage which the said B. will have and receive thereby, the said B. for himself, his Executors and Administrators, doth hereby covenant, &c. that he the said B. his Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the said C. his Executors, Administrators or Assigns, the Sum of — of lawful, &c. in Manner following; viz. the Sum of 20 s. thereof, weekly, and every Week, from the Date of these Presents, one Week next, consequently following another on the — Day in every Week 20 s. while and until the said Sum of — l. shall be fully paid and satisfied the first Payment thereof, to begin and to be made on — Day, being the — Day of — next, and so to continue, without making Default, of or in any of the said Payments, or any Part thereof. Penalty. [A. and B. bound]. In Witness, &c.*

To pay 5 s. in the Pound for another.

TO all, &c. A. of, &c. C. D. E. F. and G. &c. Creditors of H. I. of, &c. send Greeting. *Whereas the said H. I. is indebted unto us his Creditors several Sums of Money, which he is not able to pay: And whereas J. J. of, &c. Brother of the said H. I. hath freely offered to pay to each of us the Creditors of his said Brother, 5 s. in the Pound, or for ever 20 s. of the principal Debts, to each of us owing from his said Brother, if we will accept the same in full of our said Debts, and discharge his said Brother therefrom. Now therefore know ye, that we the said Creditors, considering the Condition of the said H. I. that he is not able to pay us our full Debts, do therefore each of us, by and for himself, his Executors and Administrators, severally, but not jointly, nor one for the other, covenant and agree, to and with the said H. I. his Executors and Administrators, that if the said J. J. his Executors or Administrators, or the said H. I. or any of them do and shall, on or before the, &c. now next, pay, or cause to be paid unto each of us the said Creditors, our Executors or Administrators, at our several present dwelling Houses, 5 s. in the Pound, or for every 20 s. of the principal Debts owing to us severally, from the said H. I. We the said Creditors respectively, shall and will accept and receive the same in full Satisfaction of our said several Debts owing to us from the said H. I. at Sealing hereof, and all Actions, Suits, Claims and Demands concerning the same, and will then and thereupon seal, execute and deliver unto or to the Use*

Use of the said *H. I.* his Executors and Administrators, a sufficient Release and Discharge of all Actions, Suits and Clauses thereof, Debts, Dues, Bills, Specialties, Accounts, Sums of Money, Judgments, Executions, Claims and Demands in Law and Equity, from the Beginning of the World to the Date hereof: *Provided* that if all of us the said Creditors shall not seal and execute these Presents, on or before the, *&c.* now next; or if the said 5 s. in the Pound shall not be duly paid us at the Time aforesaid, according to the true Meaning hereof, in either of the said Cases, these Presents shall be void. *In Witness, &c.*

Provided, &c. that if all the Creditors don't sign, or the Money not paid, these Presents to be void.

Covenant to release a principal Debtor in a Bond.

TO all, *&c. A. B. and C. &c.* send Greeting. *Whereas D. &c.* and *R. &c.* by Obligation under their Hands and Seals, bearing Date, *&c.* stand bound unto the said *A. B. and C.* in the Sum or Penalty of — *l.* of lawful, *&c.* conditioned to be void on Payment of the Sum of — *l.* of like Money on the, *&c.* as by the said, *&c.* *Now know ye,* that they the said *A. B. and C.* for and in Consideration of the Sum of — *l.* of lawful, *&c.* to them in Hand, at or before Sealing and Delivery hereof by the aforesaid *D.* truly paid, whereof they do hereby respectively acknowledge the Receipt, and for other good Considerations them thereunto especially moving, they the said *A. B. and C.* for themselves severally and respectively, and their several and respective Executors, Administrators and Assigns, and not jointly, nor, *&c.* do covenant, promise, grant and agree, to and with the said *D.* his Executors and Administrators, by these Presents, as followeth; *viz.* That they the said *A. B. and C.* their Executors, Administrators and Assigns, nor any of them, shall or will at any Time or Times hereafter, for and during the Time and Space of — Years, sue for, demand, or expect to have received or be paid of, from or by the said *D.* his Executors or Administrators, any Sum or Sums of Money, Consideration, Benefit or Advantage, upon, for, or in respect of the said Bond or Obligation, in any Manner of wise; nor shall, nor will at any Time during the said Term, sue, arrest, attach, molest, seize, extend or take in Execution the said *B.* his Executors, Administrators, Lands, Goods or Chattels, for or in respect of the said Bond or Obligation, or any Sum or Sums of Money therein, or in the Consideration thereof or thereon due, or to grow due or payable. *In Witness, &c.*

To be accountable for Malt-Tickets lent.

TO all, *&c. A. &c.* sendeth Greeting. *Whereas B. of, &c.* hath on the Day of the Date hereof, at the Request of the said *A.* lent and delivered unto him the said *A.* the several Tickets following, *viz. &c.* [*Here set down the Tickets*], the Receipt of which said several Tickets the said *A.* doth hereby acknowledge: *Now* therefore these Presents witness, that the said *A.* doth hereby for himself, his Executors and Administrators, covenant, *&c.* by these Presents, in Manner following; (that is to say) That he the said *A.* his Executors, Administrators or Assigns, shall and will on or before the, *&c.* which will be, *&c.* deliver, or cause to be delivered, unto the said *B.* his Executors, Administrators or Assigns, to his and their own

K k

Use

Use and Uses, all the before several recited Tickets, safe and uncanceled, and free of all Debts, Estates and Incumbrances, by him or them to be done or committed, or else shall and will then deliver unto him or them other Tickets of the said Lottery, of the like Sums, Quality and Value, for the then Residue of the Terms aforesaid, with the Tickets now delivered, to be registred according to the Act of Parliament, To the Performance, &c. *In Witness, &c.*

Mutual Covenants between Druggists (concerning Drugs bought at Leghorn) that each will be concerned in an equal Part, and pay Proportion of all Charges.

WHEREAS *A. &c.* by and with the Order and Consent of *B. and C. Partners, D. and E. Partners, &c.* testified by their Signing and Sealing hereof, and for the Account and Risque of all of them the said Partners, as here-under is mentioned, hath sent Orders to Messieurs *F. and G. Merchants at L. and others, elsewhere beyond Sea, for the Buying of several Drugs and other Goods and Merchandizes, and to ship and consign the same to or for the said A. at London: Now* it is hereby mutually declared, covenanted and agreed, by and between all of them the said *A. B. C. D. and E. Parties* to these Presents, for themselves, their Executors, Administrators and Assigns respectively, as followeth; (that is to say) That they the said Parties respectively are, and shall, and will be concerned in and for the respective Parts as well of all such Drugs and other Goods and Merchandizes which the said *A.* hath already given, or at any Time or Times hereafter, by the Order, or with the Consent of them, the said *B. and Partners C. or either of them, and the said D. and Partners, E. or either of them, in Writing under their Hands in that Behalf, shall give Order or Orders to the said Messieurs F. and G. or any other Person or Persons beyond Sea, to buy, and which shall be so bought by them, or any of them, and sent and consigned to the said A. at London, according to their Parts therein, as followeth; viz. the said A. is, and shall, and will be concerned in one full third Part thereof; the said B. &c. [And so the Rest]. And that they the said Parties, their Executors, Administrators and Partners respectively, shall and will pay their respective full third Parts of the prime Costs, Commission and Custom, and all Charges, for and on Account of the said Goods; and will likewise bear the Risque and all Damages, by or in respect of their said Parts thereof; and upon Arrival of any of the said Goods at London, they the said Parties, their Executors and Administrators, shall and will divide the same into three equal Parts or Shares, and take and receive their said respective Parts thereof; and that no Benefit or Advantage of Survivorship shall be had or taken, by or between the said Parties, in case of the Decease of any of them in the mean Time. *In Witness, &c.**

To pay Money according to the Proviso in a conditional Surrender.

TO all, &c. *A. &c.* sends Greeting. *Whereas* the said *A.* one of the customary Tenants of the Manor of *O.* hath by a certain Writing or Surrender, bearing Date with these Presents out of Court, surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of *B.* Steward of the said Manor, all those three customary Tenements, with the Appurtenances, situate, &c. within the Manor aforesaid, in the Tenure, &c. to which the said *A.* was admitted amongst other Things at a General Court-Baron, held for the Manor aforesaid, the, &c. to the Use and Behoof of *C.* of, &c. his Heirs and Assigns for ever, under a Proviso or Condition nevertheless in the said Surrender contained, for making void thereof, upon Payment to the said *C.* his Executors, Administrators or Assigns, of the Sum of — *l.* of good and lawful Money, on the, &c. then and now next ensuing, as thereby, Relation, &c. *Now know ye*, that the said *A.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, &c. with the said *C.* his Heirs, Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say), That the said *A.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — of lawful, &c. on the said, &c. without making any Deduction whatsoever out of the same, according to the Purport, Limitation and true Meaning of the said Proviso, contained in the said recited Surrender, and in full Discharge thereof; and further, that he the said *A.* at the Time of making the said Surrender, had in himself good Right and lawful Authority to surrender the said Premises, and every Part thereof, unto the said *C.* and his Heirs, in Manner as aforesaid; and that the same are free from all former Surrenders, Charges and Incumbrances whatsoever, made, done, or committed by the said *A.* or any other Person or Persons whatsoever: And further, that if in Case Default shall happen to be made in Payment of the said Sum of — *l.* or any Part thereof, on the said, &c. contrary to the true Meaning of the said Proviso, and of these Presents, that then and from thenceforth he the said *C.* his Heirs, Executors, Administrators and Assigns, shall, and lawfully may, from Time to Time, and at all Times, peaceably enter into, have, hold, occupy and enjoy the said Tenements and Premises, with the Appurtenances, and receive, and take all the Rents and Profits thereof, to his and their own Use and Uses, without any Let, Suit, Trouble or Interruption, of or by the said *A.* or any other Person or Persons whatsoever: *And* lastly, in Case of such Default of Payment of the said Sum of —, or any Part thereof, as aforesaid, that then he the said *A.* his Heirs, Executors and Assigns, and all others, claiming or to claim any Estate, Right, Title or Interest, of, in or to the said Premises, or any Part thereof, shall and will at all Times, at the Request and Charge of the said *C.* his Heirs, Executors, Administrators or Assigns, make, do, acknowledge, suffer and execute, or cause and procure to be made, &c. all such further Acts, Things, Surrenders and Assurances, for the more perfect and absolute surrendring and assuring the Premises unto the said *C.* his Heirs and Assigns for ever, according to the Custom of the said Manor, discharged of the aforesaid Proviso or Condition, contained in the said recited Surrender, as by the said *C.* his Heirs, Executors, Administrators or Assigns, or his or their Counsel learned

Recital
of the
Surrender

Now
know ye.

That he
had good
Right.

And free
from In-
cum-
brance.

That if
Default.

For fur-
ther As-
surance.

in the Law, shall be reasonably advised and required: And to the Performance of the several Covenants, Payments, Grants and Agreements aforesaid, the said *A.* bindeth, &c. *In Witness, &c.*

Covenant and Power to a Master of a Ship, to dispose of Goods for his and others joint Account.

TO all, &c. *A.* of, &c. Commander of the good Ship or Vessel called the *R.* of the Burthen, &c. now, &c. *Whereas* the said Ship is bound out a Voyage to *L.* *And whereas B.* of, &c. hath shipped on board the said Ship — Bales of, &c. of the Marks and Numbers mentioned in the Invoice thereof, dated herewith; which are consigned to the said *A.* and are one full Quarter, or fourth Part thereof, for and on the Account and Risque of the said *E.* One other Quarter, &c. of the said *B.* and the remaining half Part thereof for or on the Account and Risque of *C.* of, &c. *And whereas* the said *C.* hath ship'd on board the said Ship — Bales, &c. [*As before*], and are on the equal Account and Risque of the said *C.* and *B.* as by the said several Invoices may appear: *Now* these Presents witness, that the said *A.* doth hereby acknowledge the Receipt of the said Goods mentioned in the two Invoices; and doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *C.* and *B.* their Executors and Administrators, that he the said *A.* shall and will use his best Endeavours for the selling and disposing of the said Goods mentioned in the said Invoices, for the most Profit and Advantage that he can, in *L.* aforesaid; and shall and will with all Expedition, after Disposall thereof, return unto the said *C.* and *B.* the neat Proceed thereof, according to their Shares therein aforesaid, either by Bills of Exchange, or otherwise; and shall and will pay the same into the Hands of Messieurs *D.* and Company, the Factors of the said *C.* and *B.* at *L.* aforesaid; and if he cannot dispose of the said Goods in *L.* aforesaid, the said *A.* shall and will leave the said Goods in the Hands of the said Messieurs *D.* and Company, to be by them disposed of for the Account of all of them the said Parties, according to their Shares therein: And to the Performance, &c. *From A. to C. and B. In Witness, &c.*

Another (but not on the Master's Account) the Masters to have one Half of the Profits, for their Trouble.

TO all, &c. of, &c. [*As above*] and *B.* of, &c. [*The same*]. *Whereas* the said *A.* and *B.* are bound out, in and with the said Ships, whereof they are Commanders, on a Voyage from *L.* to *G.* and from thence to the *Spanish West-Indies*, there to trade, having a Commission in that Behalf from the King of *Spain*, and from thence are to return to *J.* *And whereas C.* of, &c. hath ship'd on board the said *K.* upon his own Account and Risque, a Cargo of, &c. and consigned the same to the said *A.* and *B.* as by Invoice thereof appears. *Now know ye*, that they the said *A.* and *B.* for the Consideration here-under mentioned, do for themselves, their Executors and Administrators, jointly and severally, covenant, &c. That they the said *A.* and *B.*

A. and B. shall and will use their utmost Care for the Sale and Disposal of the said Cargo in the said Spanish West-Indies, for the most Profit and Advantage of the said C. that they can, and from Time to Time, as Opportunities present, send and give Advice of their Proceedings and Doings therein, to the said C. his Executors and Administrators; and upon the Return from the West-Indies aforesaid, bring back with them, in both, or one of the Ships aforesaid, the remaining Effects thereof, and at their Arrival in England, at the End of the said Voyage, make and give a just and true Account of all and singular their Proceedings in the Premises, and of all the neat Effects and Profits thereof, during the said Voyage; and pay and deliver the same unto the said C. his Executors or Assigns; and (the Dangers of the Sea excepted) upon their Return and Arrival at Ja. aforesaid, shall and will make and give a just and true Account unto D. the Factor, as Correspondent of the said C. thereof, the Sale and Disposal of the said Cargo; and also send unto the said C. from Ja. a like and true Account of the Sale thereof; and there and then also pay or deliver unto the said D. on the Account of the C. all the neat Proceed to be made by Sale of the said Cargo, after deducting thereout a Moiety of the Profit thereby, for their Commission, Freight and Charges, for and about Disposal thereof; which they the said A. and B. are to bear, and not to charge the said Cargo therewith. In Witness, &c.

To pay an equal Share of Money borrowed upon Bonds, and likewise of Charges of any Actions, &c. by Reason thereof.

WHEREAS *A. B. C. D. E. and F. of, &c. by Obligation under their Hands and Seals, dated, &c. stand jointly and severally bound unto G. of, &c. in the Penalty of — l. for Payment of — l. on the, &c. And whereas [Recite another Bond from the said Parties to H.] which said two several Sums, it is hereby declared, were so borrowed by them the said Parties, as the then Committee for managing of the *Plessey* and *Blyth* Undertaking, on Account thereof, and were applied to the Use of the said Undertaking. Now these Presents witness, that it is hereby declared and agreed, by and between all of them the said Parties, and each and every of them, by and for him and themselves, his and their Executors and Administrators, severally and respectively, and not jointly, nor one for the other, do covenant, promise and agree, to and with the other of them, that each and every of them, his and their Executors and Administrators, shall and will pay their respective and equal Parts and Proportions of the said Sums mentioned in, and to grow due and payable, by and upon the said several recited Obligations and Conditions, or either of them, if the said Sums shall be demanded, recovered of, or paid by them, or any of them, and will bear their like respective equal Parts and Proportions, of all Actions, Suits, Costs, Charges, Payments and Damages, which shall or may be commenced, sued, prosecuted, recovered or awarded against them, or any of them, for or upon the said Obligation, or any of them. In Witness, &c.*

Covenant

Covenant from a Master of a Ship, to pay his Servant 20 l. when required, and to lay out 20 l. in Goods and Merchandizes for his Use.

TO all, &c. *A.* of, &c. Mariner, sendeth Greeting. *Whereas B. C.* of, &c. hath on the Day of the Date hereof paid unto the said *A.* the Sum of 40 l. of lawful, &c. the Receipt whereof the said *A.* doth hereby acknowledge, to the Intent that he pays 20 l. thereof to *C. C.* Son of the said *B. C.* and the Apprentice of the said *A.* and bound out with him in his present Voyage to *F.* when and as he shall have Occasion for, and desire to lay out the same; and that the said *A.* do lay out and improve the other — l. thereof in Trade, for the most Advantage of the said *C. C.* Now these Presents witness, that the said *A.* doth hereby for himself, his Executors, &c. covenant, &c. That he the said *A.* will pay — l. of the said — l. to him paid as aforesaid, unto the said *C. C.* in the said Voyage, when and as the said *C.* shall have Occasion for, and desire to lay out the same; and will also lay out and improve the other — l. thereof, during the said Voyage, for the most Benefit and Advantage of the said *C.* that he can; and that he the said *A.* his Executors and Administrators, shall and will make and give a just Account of, and also deliver all the Produce of the other — l. unto the said *C.* at his Return to *England* from the said Voyage: But if he shall happen to die during the said Voyage, then he the said *A.* shall and will be accountable for, and pay, and deliver all the Produce and Effects of the said — l. unto the said *B.* his Executors, Administrators or Assigns. *In Witness, &c.*

Covenant and Power to deduct and stop Money out of a Salary, for the Payment of Money due upon Bond.

TO all, &c. *A.* of, &c. sends Greeting. *Know ye,* that the said *A.* for better Security and Payment of the Sum of — l. with Interest, which the said *A.* oweth unto *B.* of, &c. by Bond or Obligation under his Hand and Seal, bearing Date herewith, he the said *A.* for himself, &c. doth hereby covenant, &c. That he the said *A.* his, &c. will pay, or cause to be paid, unto the said *B.* the Deputy or Agent of the Honourable *H.* Treasurer and Paymaster to her Majesty's Office of Ordnance, the said Sum of — l. with Interest, out of the first Monies that shall become due and payable unto him from the said Office of Ordnance, either by Bill or Bills of Imprest, Debentures, or otherwise howsoever: *And* the said *A.* doth hereby give and grant unto the said *B.* full Power and Authority, to stop, deduct, take and keep the said Sum of — l. and Interest out of the first Monies that shall become due and payable to him from the said Office of Ordnance; and in Case the first Bill or Debenture be not sufficient to pay and satisfy the same, then out of such second, third or other Bill or Bills, Debenture or Debentures as shall be made out, and payable unto him the said *A.* from the said Office, until the said Sum of —, and Interest, and all necessary and reasonable Charges shall be fully paid and satisfied; and to close and make the same as paid in the Books of the said Office, and whatsoever the said *B.* shall act and do in the Premises, the said *A.* doth hereby ratify and confirm. *In Witness, &c.*

*Covenant for paving and keeping in Repair another's Door,
in Consideration of so much in Hand, and more per Ann.*

THIS Indenture, &c. between *A. &c.* of the, &c. and *B. &c.* witnesseth, That the said *A.* for the Consideration here-under mentioned, for himself, his Executors, Administrators and Assigns, doth covenant, &c. That he the said *A.* his Executors and Administrators, Workmen or Assigns, shall and will, at his and their own Charge, from Time to Time, and at all Times, for and during the Term of — Years, to be accounted from, &c. if the said *B.* shall so long continue in the Possession of, or have any Term in the House here-under mentioned, well and sufficiently, in Workman-like Manner, as often as Occasion shall require, pave, amend and keep in Repair, with good Pebbles and Gravel, the Pavement belonging to, and as it now lies before the Shop of the Messuage or Tenement of the said *B.* situate, &c. (the Pavement of the Foot-way now paved with Free-stone, only excepted), and at the End of the said Term shall leave the same in good Repair; and also shall at all Times, during the said Term, acquit, release and discharge, or otherwise well and sufficiently save, defend, keep harmless and indemnified the said *B.* his Executors, Administrators and Assigns, of and from all Actions, Suits, Indictments, Troubles, Costs, Payments and Damages whatsoever, which may arise or happen unto him or them, for Want of such Reparations and Amendments of the aforesaid Pavements: In Consideration whereof the said *B.* hath before the Sealing and Delivery of these Presents, paid to the said *A.* the Sum of — *l.* of lawful, &c. And the said *B.* doth hereby for himself, his Executors and Administrators, covenant and agree, to pay unto the said *A.* his Executors or Assigns, the yearly Sum of — of lawful, &c. during the said Term of — Years, by four quarterly Payments; the first Payment to be made, &c. And for the true Performance of the above-mentioned Covenants and Agreements, either of the said Parties, &c. *In Witness, &c.*

Covenant to pay Money in Arrear (on the Assigning of a Talley):

WHEREAS *A.* and *B. &c.* by Assignment bearing even Date, &c. have assigned and set over unto *C.* of, &c. one Order with the Talley thereon, bearing Date, &c. N^o (—), for the yearly Sum of — *l.* payable quarterly, after the Decease of *D. &c.* upon which said Order there is now due and in Arrear the Sum of — to the — Day of —; nevertheless it is hereby declared, and the said *C.* pursuant to the Agreement between him and the said *A.* in that Behalf, doth for himself, his Heirs, Executors and Administrators, covenant, &c. That he the said *C.* his Executors or Administrators, shall and will truly pay, or cause, &c. unto the said *A.* the Sum of — due and in Arrear upon the said Talley and Order to the said, &c. when and as soon as the same can or shall be received at the Exchequer, upon the said Talley and Orders so assigned, as aforesaid; the said Assignment, or any Thing therein to the contrary, &c. *In Witness, &c.*

Covenant (from a Merchant) to make good Damage to a Ship, if she shall be seized or detained at the Place where he sends her to, &c.

WHEREAS *A. &c.* Master of the good Ship or Vessel called *C.* hath by Writing or Charter-Party under his Hand and Seal, dated, &c. let the said Ship to Freight, to us *B. and C. of, &c.* for a Voyage to *Arch. in Russia*, and back to *L.* as thereby may appear: Now we the said *B. and C.* in Consideration of the Sum of 5 *l.* to us in Hand, at or before Sealing hereof by the said *A.* truly paid, the Receipt whereof we hereby acknowledge, do hereby for ourselves, our Executors and Administrators, jointly and severally, covenant, promise and agree, to and with the said *A.* his Executors, Administrators and Assigns, that we the said *B. and C.* our Executors and Administrators, shall and will answer, satisfy and make good unto the said *A.* and the Part-owners of the said Ship, their Executors, Administrators and Assigns, all such Losses and Damages, not exceeding — *l.* for the said Ship, and not exceeding — *l.* to the said Master, which shall or may happen by Reason or Means of any Detainment or Seizure of the said Ship or the said Master thereof at *Arch.* aforesaid, by or by the Order of his Majesty the Czar of *Muscovy*, after the Expiration of the said — Days limited by the said Charter-party for her Stay there, upon Account of War between his said Majesty and the Crown of *Great Britain*: To the Performance, &c. *In Witnesses, &c.*

Covenant to pay a Sum of Money yearly, during a Person's Life, in Consideration of a certain Sum of Money paid down for their so doing.

TO all, &c. *A. of, &c.* sends Greeting. Know ye, That the said *A.* for and in Consideration of the Sum of 100 *l.* of lawful, &c. to him in Hand, at and before Sealing and Delivery of these Presents by *B. of, &c.* well and truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *B.* her Executors, Administrators and Assigns for ever, by these Presents, doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *B.* her Executors, Administrators and Assigns, that he the said *A.* his Heirs, Executors and Administrators, or some of them, yearly and every Year, from the Feast-day of, &c. last past before the Date hereof, for and during so long Time as she the said *B.* shall happen to live, shall and will well and truly pay, or cause to be paid, unto the said *B.* and her Assigns, the Annuity or yearly Sum of 10 *l.* of lawful, &c. by equal quarterly Payments on the four usual Feasts or Quarter-Days in the Year; (that is to say) the Feast-days of —; the first quarterly Payment there to be made on the Feast-day of, &c. next ensuing the Date hereof, and that free and clear, and without making any Deduction or Abatement whatsoever, out of the same, for any Manner of Taxes, Assessments, Charges or Impositions whatsoever, which shall or may be taxed, charged or imposed thereon, or upon her the said *B.* in respect thereof, by Act of Parliament,

or otherwise howsoever: To the true Payment whereof as aforesaid, the said *A.* bindeth himself, his Heirs, Executors and Administrators, unto the said *B.* her Executors, Administrators and Assigns, in the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents: *In Witness, &c.*

Covenant that a Merchant shall pay less Freight than he agreed by Charter-party, altho' subscribed.

TO all, &c. *A.* of, &c. Master of the good Ship or Vessel, called the *I.* Burthen — Tuns, now at Anchor in the River of *Thames*, sends Greeting. *Whereas* by a certain Writing or Charter-Party, bearing even Date with these Presents, made between the said *A.* of the one Part, and the several Persons who have signed and sealed the same, Merchants of the City of *London*, of the other Part; the said *A.* hath let to Freight to the said Merchants severally, and they have accordingly hired the several Parts of the said Ship's Tunnage, by them respectively subscribed with their Names thereunto, for a Voyage to *Arch.* in *Russia*, there to take in all such Hemp, Flax, Linen, Pot-ashes, Oil, and Tar, or any of them, as their several Factors shall lade, or tender to be laden aboard the said Ship, for the full Lading the several Parts of her Tunnage to them letten; and to return and deliver the said Goods to the said Merchants at *London*; for every Tun of which said Goods the said Merchants have thereby covenanted to pay to the said Master the Sum of 3 *l.* 16 *s.* 6 *d.* for the Freight thereof, and 3 *s.* and 6 *d.* *per* Tun more for Primage, and Caploggen, and Average, as accustomed; and likewise their respective Proportions of two third Parts of all Port-Charges during the said Voyage, as by the said Charter-Party may appear: *And whereas B.* of *London*, Merchant, at the Request of the said *A.* hath executed and subscribed the said Charter-Party for 100 Tuns of the said Ship's Tunnage to be by him laden at *Arch.* aforesaid, at the Freight in the said Charter-Party mentioned; nevertheless it was agreed by the said *A.* and the said *B.* before and at the Time of such his Execution thereof, that he the said *B.* should pay but at and after the Rate of 3 *l.* 15 *s.* *per* Tun for the Freight of such Goods as he should lade on board the said Ship, for the Tunnage therein by him hired, together with Primage and Caploggen, Average and Port-charges, by the said Charter-Party agreed to be paid. *Now know ye*, that the said *A.* in pursuance of the said Agreements doth hereby for himself, his Executors, Administrators and Assigns, declare, covenant, and agree, to and with the said *B.* his Executors, Administrators and Assigns, that he the said *B.* his Executors, Administrators and Assigns is to pay, and shall pay for the Freight of the said 100 Tuns of Goods by him subscribed for, and taken in the said Ship, as aforesaid, at and after the Rate of 3 *l.* 15 *s.* *per* Tun only, and no more for every Tun thereof, together with the said Primage, Average, Caploggen and Port-Charges, by the said Charter-Party agreed to be paid; and that the said *A.* his Executors, Administrators or Assigns will not demand or receive of or from the said *B.* his Executors, Administrators or Assigns, the remaining 1 *s.* 6 *d.* *per* Tun of the said 3 *l.* 16 *s.* 6 *d.* *per* Tun, in the said Charter-Party mentioned, and payable for and in respect of the said Tunnage by him subscribed and taken in the said Ship as aforesaid; the said recited Charter-Party, or any Covenant or Thing therein contained to the contrary notwithstanding. *In Witness, &c.*

Covenant from a Debtor, that a Creditor's Executing a Composition, shall not be any Bar or Prejudice to him from recovering his full Debt and Release from all Covenants and Agreements therein contained, &c.

WHEREAS I *A. B.* of, &c. am indebted to *C. D.* of, &c. by Bond under my Hand and Seal, dated the —, —*l.* principal Money, besides Interest: *And whereas* the said *C. D.* at my earnest Request hath with other my Creditors signed to a Writing, bearing Date the —, importing an Agreement by my Creditors, to accept of 2 *s.* 6 *d.* in the Pound, for their full Debts (*or to that Effect*), although the said *C. D.* in the Presence of *E. F.* and *G. F.* Witnesses thereto, did declare at Sealing thereof, it was only to gratify my Importunity, and that the same was not to be, nor should be in any Bar, Discharge or Composition, of, for or from his full Debt, due as aforesaid; which I also declare was never meant or intended to be any Bar, Discharge or Composition, as aforesaid: *And therefore* I covenant, promise and agree, to and with the said *C. D.* his Executors and Administrators, that I, my Heirs, Executors or Administrators, will not at any Time use or plead the same, for or in any wise to bar or discharge the said *C. D.* his Executors or Administrators, from, or as, or for any Composition or Agreement, to compound or make any Abatement, of or for his full Principal and Interest, due, and to grow due on the said Bond: *And therefore* I the said *A. B.* do hereby for me, my Heirs, Executors and Administrators, release and discharge the said *C. D.* his Executors and Administrators, of and from all and every the Covenants, Clauses and Agreements contained in the said recited Writing, by and from the said *C. D.* and all Actions, Suits, Judgments, Executions, Claims and Demands in Law and Equity, for and concerning the same: And I do hereby also oblige my self, my Heirs, Executors and Administrators, unto the said *C. D.* his Executors, Administrators and Assigns, fully to pay to him or them the remaining Sum of —*l.* of the Principal, and all Interest, due and to grow due on the said Bond; and agree and covenant, that he and they may at all Times have and take all legal Ways and Means for Recovery thereof; the said recited Writing, or any Covenant, Agreement or Thing therein contained to the contrary notwithstanding. *In Witness, &c.*

➤ *See more in the Second Volume.*

Letters of Attorney.

A General Letter of Attorney.

K NOW all Men by these Presents, that I *A. &c.* have made and ordained, and by these Presents do make, ordain, constitute, authorize and appoint *B. &c.* to be my true, certain and lawful Attorney for me, and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue for, recover and receive, by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whatsoever, whom it doth, shall or may concern, all and every such Sum and Sums of Money, Debts, Dues, Goods, Effects and Things whatsoever, which now are, and shall be, and grow due, owing, payable, or belonging unto me the said *A.* upon, or by Virtue of any Bond, Bill, Book, or upon Account of Trading or Dealing, or upon any other Account, and by any other Ways or Means whatsoever, in any Manner of wise; and if Need be, to call to Account, and to bring to a Reckoning, and to adjust and settle Accounts, with all or any Person or Persons concerned in the Premises; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Debts, Dues, Goods, *Effects*, or other Things, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give: *Giving*, and by these Presents, granting unto my said Attorney full Power and Authority, in and touching the Premises, to sue, pursue, arrest, attach, seize, sequester, implead, imprison, condemn and prosecute; and thence and thereof again to acquit, discharge, and out of Prison to release; also for me to appear, and my Person to represent in all or any Court or Courts, or other Places, as Demandant, or Defendant, in any Suit, Action or Appeal, for or by Reason of the Premises: Likewise Attorney or Attornies under him to set, substitute, and again to revoke; and generally, to do, act and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as I my self might or could do, were I personally present: And I do hereby ratify and confirm all and whatsoever my said Attorney, or his Substitutes shall legally do, or procure to be done, in and touching the Premises. *In Witness, &c.*

To receive Rent of several Messuages.

K NOW all, *&c.* That I *A. &c.* have made, named and ordained, and by these Presents do make, name, ordain, and in my Place and Stead put and constitute *B. &c.* my true, *certain*, and lawful Attorney for me, and in my Name, and to and for my proper Use and Behoof, to demand, *&c.*

of and from all and every Person or Persons, my Tenants in, &c. and all others whom it doth, shall or may concern, all such Sum and Sums of Money as now are, and which shall arise, become and grow due and payable unto me the said *A.* for Rent and Arrears of Rent, for all and every, or any my Messuages or Tenements, situate, &c. aforesaid, by Lease or otherwise; and if Need be, to enter into or upon the said Messuages or Tenements, or any of them, and to distrain for all or any such Rent or Arrearages of Rent, and to enter and take Possession of them, or any of them, in Case of Forfeiture, as Occasion shall require; and to use and take all or any other lawful Remedies, Ways, Means and Advantages whatsoever, for or upon Default or Non-payment of all or any such Rent, or Arrears of Rent; and likewise to transact, do, perform and accomplish all other Affairs whatsoever, relating to all or any my said Messuages or Tenements, as Occasion shall require, as fully as I my self might or could do, were I personally present; and upon Receipt or Recovery of all or any such Rent, or Arrears of Rent, sufficient Acquittances and Discharges for me and in my Name to make and give: *Giving*, and by these Presents granting, &c. [*As above*]. *In, &c.*

To receive Rent of one Person.

KNOW, &c. That I *A.* &c. have made and ordained, and by these Presents do make, ordain, constitute and appoint *B.* &c. to be my true and lawful Attorney for me and in my Name, and to and for, &c. to demand, &c. of and from *C.* &c. all such Sum and Sums of Money, due, owing and payable, and which shall be and grow due and payable to me the said *A.* by and from the said *C.* for Rent, and Arrears of Rent, for a Messuage or Tenement, situate, &c. and other Messuages and Premises which he holds by Lease from me the said *A.* And to call the said *C.* to an Account, and to settle and adjust all Accounts with him concerning the Premises; and if Need be, to enter and take Possession of the said Messuages and Premises, or any Part thereof; and to distrain for the said Rent and Arrears, or any Part thereof; and to do and perform all other Matters and Things relating thereunto, as fully as I my self might or could do; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Rent or Arrears, &c. [*As the other*]. *In Witness, &c.*

Another.

KNOW, &c. [*As above*] of and from *C.* &c. his Executors, Administrators and Assigns, and his and their Under-tenants, and all other Person and Persons whom it doth or shall concern, all such Sum and Sums of Money which now are, and which shall be and grow due, owing and payable to me for Rent, and Arrears of Rent, for a Messuage or Tenement, situate, &c. now in the Possession of the said *C.* And if Need be, for me, and in my Name, and to my Use, distrain for the said Rent, and Arrears of Rent, or any Part thereof; and to do and perform all legal Acts, Matters and Things requisite and necessary in that Behalf, as I my self might or could do; and to enter into, recover and take Possession of the said

said Messuages and Premisses, for or upon Non-payment of the said Rent, or any Part thereof, or in any other Case, as Occasion shall require: And upon Receipt or Recovery, &c.

Another, to receive Rent of several Messuages.

KNOW, &c. That I A. &c. have made and ordained, and by these Presents do make, ordain, constitute and appoint B. &c. to be my true and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand, &c. of and from all and every the Tenants, of all or any my Messuages, Lands, Tenements and Hereditaments, situate, lying, &c. and all other Person or Persons whom it doth or shall concern, all such Sum and Sums of Money, which now are, and which shall be and grow due, owing and payable to me for Rents, or Arrears of Rent, for and in Respect of all or any my Messuages, Lands, Tenements and Hereditaments at, &c. aforesaid; and in Default or for Non-payment of such Rent or Arrears of Rent, or any Part thereof, from Time to Time, to enter into all, or any my said Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part thereof; and to distrain for the same; and the Distress and Distresses there found, to lead, drive, carry away, sell and dispose of, and to act and do therein in all Respects as the Law in that Behalf directs: And to do and perform all other Matters and Things relating thereunto, as fully as I my self might or could do personally: And upon Receipt or Recovery of all or any such Sum or Sums of Money, Rent, or Arrears of Rent, or any Part thereof, &c.

To receive Rent of a Farm, and to reckon with the Tenant, and to distrain, if Non-payment; and to pay, compound and agree for the Harriot to the Lord of the Manor, and to demand Admittance.

KNOW, &c. That A. &c. and B. his Wife, Relict of C. her late Husband deceased, do hereby make, ordain, and in their Places put and constitute D. &c. and E. &c. jointly and severally, to call to Account and reckon with F. &c. for and to demand and receive of him all Sum and Sums of Money (by him received, by or by Virtue of a Power to him granted from G. late Father of the said B. deceased) which are now due or payable to the said A. and B. his Wife; and also to demand, &c. all such Rent, or Arrears of Rent as is due, owing and payable to the said A. and B. his Wife, by and from H. &c. for and in Respect of the Farm, Lands and Premisses now in his Possession, and upon Non-payment thereof to enter unto and upon the said Premisses, and to distrain for the same; and upon Receipt of all such Sum or Sums of Money, or any Part thereof, to give Discharges for the same; also for them and in their Names, and on their Behalves, to pay, or compound and agree for the Harriot, or such Part thereof as to them belongs, which is payable in respect of their Part of the said Premisses, in the Occupation of the said H. to the Lord of the Manor, of whom the same are held; and for and in the Name and on the Behalf of the said B. to demand Admittance, and to be admitted to the said Messuages, Lands and Premises

misses, according to the Will of the said G. and to do and perform all such other Matters and Things as shall be requisite and necessary, in and concerning the Premises: *Giving, &c.*

To receive Quit-Rents of a Manor, and make Distress, if Occasion.

KNOW, &c. That I A. &c. have made, ordained, authorized and appointed, and by these Presents do, &c. B. &c. to be my true, &c. of and from all and every, Person and Persons whom it doth or shall concern, all such Sum and Sums of Money which are and shall grow due and payable to me for Quit-Rents and Arrears thereof, for all, or any Messuages, Lands, Tenements or Hereditaments, within or belonging to the Manor of H. in the County, &c. And in Case of Default of Payment of such Quit-Rent, or Arrears thereof, or any Part thereof, to enter into or upon all or any Messuages, Lands, Tenements or Hereditaments chargeable therewith, or into any Part thereof, and to distrain for the same; and to sell and dispose of such Distress or Distresses; and to do all other Acts and Things in and about the same, as the Law in that Behalf directs; and to do and perform all other Acts and Things in and to the Premises requisite and necessary; and use all lawful Ways and Means for the Receipt and Recovery thereof as fully as I my self might or could do personally; and upon Receipt or Recovery thereof, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give: And I do hereby ratify, &c.

From one impower'd by Letter of Attorney, to another, to receive Rents and make Distress, and let Leases, and to sell a Pew, for his and the others (by whom he is impowered) joint Account.

KNOW, &c. That I A. &c. the lawful Attorney of B. &c. have made and ordained, and by these Presents (by Virtue of the Power and Authority to me in that Behalf given by the said B. by a certain Writing or Letter of Attorney under her Hand and Seal, dated, &c. now last past) do make, ordain, &c. C. &c. and do hereby authorize and impower him to act as, and to be the Attorney of the said B. in her Name to demand, sue for, recover and receive, of and from all and every the Tenants of all or any Messuages or Tenements belonging to the said B. in, &c. and all others whom it shall or may concern, all such Sum and Sums of Money which now are, and which shall become and grow due and payable to the said B. for Rent or Arrears of Rents, for or in respect of the said Messuages or Tenements, or any of them; and in Default of Payment of any such Rent or Rents, or Arrears of Rents, to enter into all or any the said Messuages or Tenements, or any Part thereof; and to distrain for the said Rents and Arrears of Rents: And for Default of Payment thereof, to enter in the Name of the whole, and Possession to take; and in the Name of the said B. to make, seal and execute any Lease or Leases of the said Messuages, or any of them, for any Term or Number of Years; and in the Name of the said B. to bring any Ejectment or Ejectments thereupon, as in such Cases is usual: And I

the said *A.* as well on the Behalf of the said *B.* and by Virtue of the Power aforesaid, as in my own Right, do further hereby authorize and empower the said *C.* to demand, recover and receive, as well of and from *D.* &c. as all others whom it doth or shall concern, all such Sum and Sums of Money, due, payable or belonging, or which shall be and grow due and payable to the said *B.* and me the said *A.* for Rent and Arrears of Rent, for a Seat or Pew, N^o (—) in St. G. Church, belonging to the said *B.* and me the said *A.* equally; and to contract and agree for the Sale, and to sell and dispose, as well of the Moiety, or one half Part, belonging to the said *B.* as the other Moiety, or half Part thereof, belonging to me the said *A.* of and in the said Pew, and of all our, and either of our Terms, Rent and Interest therein and there-unto, to such Person or Persons, and for such Sum or Sums of Money as he shall think fit, and to seal and execute such Deed or Writing as shall be requisite in that Behalf; and upon Receipt of all or any Rents, or Arrears of Rents, and other Sum and Sums of Money, by Virtue of these Presents to make and give sufficient Discharge and Discharges for the same from Time to Time: *And* I the said *A.* do hereby give and grant unto the said *C.* all my full Power and Authority, as Attorney of the said *B.* and otherwise in and touching the Premises, to use, have and take all lawful Ways and Means, in and for Recovery and receiving of the said Rents and Arrears of Rents, and other Sum and Sums of Money, or any Part thereof; and to do and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as I my self might or could do by Virtue of the Power to me given by the said *B.* or otherwise: *And* I do hereby ratify and confirm, &c.

To take Possession of a Manor, and to let Leases, and make Distress, and to cut down Wood for the Repairs, and to repair and new build any Messuages, and to pay Taxes.

KNOW, &c. That I *A.* &c. have ordained, constituted, authorized and empower'd, &c. *B.* &c. to be my true and lawful Attorney for me and in my Name, and on my Behalf, and to and for my proper Use and behoof, as Occasion shall require from Time to Time, to enter into, and take Possession of all that my Manor of, &c. and all or any Messuages, Lands, Tenements and Hereditaments thereunto belonging; (and also of all that Messuage or Tenement called *D.* with all the Lands, Grounds, Hereditaments and Appurtenances thereunto belonging, being as well within the said Parish of, &c. as also within the Parish of, &c. or in either of them, or elsewhere in the Kingdom of *England*; and the same, or any Part thereof, to demise and let by Lease or at Will, to such Person or Persons, and for such Rent and Rents, Fines or other Considerations, as he shall think fit; and for that Purpose to seal and execute any Lease or Leases of my said Manors, Messuages, Lands and Premises, or any Part thereof: Also for me and in my Name, and for my Use, to demand, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every the Tenants of all or any my said Manors, Messuages, Lands, Tenements and Hereditaments, or any Part thereof, and all other Person and Persons whom it doth, shall or may concern, all such Sum and Sums of Money as are due, and shall grow due and payable unto me for Rent, or Arrears of Rent, or for any Fines, Forfeitures,

feitures, or any Perquisites or Profits issuing, or otherwise due, or to grow due and payable out of, for or in respect of my said Manor, Messuages, Lands and Hereditaments, or any Part thereof, in any Manner of wise: And for Default, or upon Non-payment of such Rent, or Arrears of Rent, Sum or Sums of Money, Payments, and other Profits, or any Part thereof, from Time to Time to enter into all or any my said Messuages, Lands, Tenements or Hereditaments, or any of them, or any Part thereof, with the Appurtenances, either to distrain for the same where such Distress may or can be legally taken, and to sell and dispose of such Distress, and otherwise to act and do therein according to Law, or to such other Ways and Means, for Recovery and Receipt of all or any such Sum and Sums of Money as he legally can; and also for me and on my Behalf, from Time to Time, when, where, and as often as he shall see Occasion, and think fit to fell and cut down, all or any Timber, Timber-Trees, and other Trees, Woods and Under-woods now standing, or which shall or may be standing, growing, and being in and upon my said Manors and Premises aforesaid, or any Part thereof; and the same for me and for my Use either to sell, or to use and dispose of for Repairs, or otherwise, in and about my said Manor, Messuages, Lands and Premises, as he shall think fit; and likewise to repair, take down and new build all or any such Houses or Buildings, in and about my said Manor, Lands and Grounds where he shall think fit, necessary, or Occasion shall be or require; and to allow and pay all Taxes and other Payments which shall grow and become due, for and in respect of the said Premises: And generally, &c.

To enter and take Possession of a Plantation lately bought, and to manage all Affairs therein.

KNOW, &c. That I A. &c. have made, named and ordained, and by, &c. B. &c. to be my true, certain and lawful Attorney for me, &c. to enter into and take Possession by all lawful Ways and Means whatsoever, of a certain Plantation, called by the Name of, &c. and lying, &c. and all other my Plantations in, &c. aforesaid, with all the Houses, Buildings, Lands, Negro's, Servants, Coppers, Utensils, and other the Appurtenances and Things thereunto belonging or appertaining, *which I lately bought and purchased of C. &c.* And for me, and in my Name, and on my Behalf, and for my Use, to demand, levy, &c. from all whom it doth or may concern, all such Sum and Sums of Money, Goods and Things whatsoever, as are now due, and which may or shall grow due, payable, or belonging to me, by, from, or in respect of the said Premises, either for Rent, or otherwise, by any Ways or Means whatsoever or howsoever; and also to place and displace all or any my Servants of and in the said Plantations and Premises as he shall see needful, and for my best Advantage; and generally to do, transact, manage and perform all other Matters, Business, Affairs and Things whatsoever, relating to the said Premises, as fully as I my self might or could do, were I personally present: And upon Receipt or Recovery of all or any such Sum or Sums of Money, Goods or Things, sufficient Acquittances and Discharges, for me and in my Name, as Occasion shall require from Time to Time to make and give: *Giving, &c.*

To enter and take Possession of a Plantation, and manage all Affairs therein, and Revocation of a former.

TO all, &c. A. of, &c. sends Greeting. *Whereas* the said A. did heretofore by Writing or Letter of Attorney empower B. and C. &c. to be his Attornies in his Name, and for his Use, to enter into his Plantation called, &c. lying and being, &c. and all other his Plantations, Lands and Premises in M. aforesaid, with all Houses, Buildings, Lands, Negro's, Servants, Coppers, Utensils and Appurtenances thereunto belonging; and to demand, &c. and receive all Rent and other Monies which should be payable to him in respect of the Premises; and to manage all other his Affairs and Business relating thereunto, as fully as he himself might or could do [*or to that or the like Effect*], as thereby, Relation, &c. *Now know ye*, that the said A. for divers good Causes and Considerations him thereunto moving, hath revoked, recalled and countermanded, and by these Presents doth revoke, recal, countermand, and to all Intents and Purposes make null, void and of none Effect the said recited Writing or Letter of Attorney, and all Powers and Authorities therein and thereby, or in and by any other Deed or Writing made, granted and given, and all other Things therein or in any of them contained, and all Acts, Matters and Things which shall or may be acted, done or performed by Virtue or Means thereof in any Manner of wise: *And further know ye*, that the said A. hath made, named and ordained, &c. [*Exactly the same as the foregoing one, except the Words, which I lately, &c.*]

This a
Recital
of the
Letter of
Attorney
above.

To take Possession of a Plantation, and to let Leases, receive Rents, and all other Debts, Dues, &c. which shall grow due for the same.

KNOW, &c. That I A. of, &c. Brother and Heir of B. late, &c. have made and ordained, and by these Presents do make, name, ordain, and in my Place and Stead put and constitute C. &c. to be my true, certain and lawful Attorney for me and in my Name, and on my Behalf, and to and for my proper Use, to demand, sue for, enter into, and take Possession by all lawful Ways and Means whatsoever, of a Messuage, &c. and of a Parcel of Land, &c. lying and being, &c. called or know by the Name of, &c. or by what other Name or Names soever the same, or any Part thereof is, are, have been, or may be called or known; and likewise of all and any other Messuages or Tenements, Lands, Grounds and Hereditaments whatsoever, with the Appurtenances, situate, &c. *all or any of them*, or any other Place or Places whatsoever, in the said Province of P. or any Part thereof, which lately were the Lands of, or did belong unto my said late Brother B. in his Lifetime, or whereof, or wherein he was seized or possessed, or had, or claimed any Manner of Estate, Right, Title, Interest or Demand, and which by his Decease now belong, or come, or ought to descend and come unto me, as or wherein I have, or ought to have any Manner of Right, Title, Estate, Interest, Claim or Demand whatsoever, in any Manner of wise; also for me and on my Behalf to demise or let by Lease, or otherwise for the best and most Rent, or other Advantage that he can, all or any the said Messuages,

M m

Lands,

Lands, Tenements or Hereditaments whatsoever, or any Part of them, or any of them, as he shall think fit; and also for me and on my Behalf, and to and for my proper Use and Behoof, to demand, levy, &c. of and from all and every Person and Persons whatsoever, whom it doth and shall concern all and every such Sum and Sums of Money, Rent and Arrears of Rent, Debts, Dues, Goods, Effects, Produce and Things whatsoever, which now are and shall be and grow due, owing, payable or belonging unto me, by, upon Account or by Reason of the Premises aforesaid, or by any other Ways or Means, Right or Title whatsoever or howsoever, in any Manner of wise; and if Need be, to call to Account and bring to a Reckoning, all or any Person or Persons concerned in the Premises; and upon Receipt or Recovery, &c. Giving, &c.

To take Possession of a Plantation, and to let Leases, make Distresses and bring Ejectments.

KNOW, &c. That I A. &c. have made and ordained, and by, &c. B. &c. and C. &c. jointly, and either of them severally, to be my true, certain and lawful Attornies and Attorney for me and in my Name, and on my Behalf, and to and for my proper Use and Behoof, as Occasion shall require from Time to Time, to enter into, and take Possession of all that Plantation belonging to me the said A. situate, &c. with all the Houses, Buildings, Lands, Negro's, Servants, Coppers, Utensils and other the Appurtenances and Things thereunto belonging; and from Time to Time to demise and let the same, or any Part thereof by Lease, for such Term and Terms of Years, or at Will, as they, or either of them shall think fit, at and for the most Rent that they or either of them can get for the same; and to demand, levy, sue for, recover and receive, of and from all and every the Tenants or Occupiers of the said Plantation and Premises, and all other Person and Persons whom it doth or shall concern, all such Rent, Arrears of Rent, Sum and Sums of Money, and likewise all other Goods, Effects, Produce, and other Things whatsoever, which from Time to Time shall arise, become and grow due, payable, and belonging to me, from and in respect of the said Plantation and Premises, or any Part thereof; and if Need be, to distrain for such Rent and Arrears of Rent, and to sell and dispose of such Distress, according as the Law in that Behalf directs; and to bring any Ejectment or Ejectments, or otherwise to recover and take Possession of the said Premises, for or in Default of Payment of such Rent or Arrears of Rent, as in that Behalf shall be requisite and necessary; and upon Receipt of all or any such Rent or Arrears of Rent, Sum or Sums of Money, or other Goods, Effects, Produce, of or for the said Premises, or any Part thereof, to give sufficient Acquittances or Discharges for the same from Time to Time: Giving, &c.

(From three Persons to two) To receive Debts, Goods and Commodities, Merchandizes and Effects beyond Sea, with Power to the Attorney to substitute any other under him; and Clause to confirm whatsoever such Attorney shall do, &c.

KNOW, &c. That we *A. B. and C. &c.* have made, ordained, constituted and appointed, and by, &c. and in our Places and Steads put and constitute *C. &c. and D. &c.* jointly, and either of them severally, to be our true, certain and lawful Attornies and Attorney, for us, or any of us, and in our, or any of our Names, and to and for our, or any of our Uses, to demand, levy, sue, &c. *as well of and from E. &c. his Executors or Administrators, as of and from all and every other Person and Persons whatsoever, in the aforesaid Island of Jamaica, whom it doth, shall or may concern, all and singular such Debts, Dues, Sum and Sums of Money; and likewise all and every such Goods, Commodities, Merchandizes and Effects whatsoever, which now are, or which shall be in the Hands or Possession of the said E. his Executors or Administrators, or any other Person or Persons, and due, owing or payable, or which shall be due, owing or payable from them, or any of them, and belonging to us the said A. B. and C. or any of us, upon any Account, or by any Ways or Means whatsoever or howsoever, in any Manner of wise; and to call to Account and bring to a Reckoning, and to adjust and settle Accounts with the said E. and all other Person and Persons concerned in the Premises; and upon Receipt or Recovery of all or any such Debts, Dues, Sum and Sums of Money, Goods, Commodities, Merchandizes and Effects, or any of them, or any Part thereof, sufficient Acquittances and Discharges for us, and any of us, and in our or any of our Names from Time to Time to make and give. And we the said A. B. and C. do by these Presents give and grant unto the said C. and D. jointly, and either of them severally, full Power and Authority, in and touching the Premises, to sue, &c.* [Leave out, likewise Attorney or Attornies, &c. Upon Occasion you may put in this Clause where this Mark is, C] And we do hereby also give full Power and Authority unto the said C. and D. jointly, and either of them severally, for us and on our Behalf, by Writing or Writings under their Hands and Seals for that Purpose to authorize and appoint such other Person or Persons as they shall think fit, to be and act as Attorney or Attornies under them, for the recovering, receiving and getting in the Debts, Monies, Goods and Effects, due, payable and belonging to us and for our Uses, as aforesaid, as well from the said E. as from any other Person or Persons whom it doth or shall concern in the said Island of Jamaica; and to call to Account, and adjust, and settle Accounts with the said E. and all others whom it doth or shall concern: And upon Receipt or Recovery of all or any such Debts, Monies, Goods and Effects, or any of them, or any Part thereof, sufficient Acquittances and Discharges for us, or any of us, and in our, or any of our Names, from Time to Time to make and give; and to do, act and perform all other Things needful and requisite in the Premises, as fully as they the said C. and D. jointly, or either of them severally might or could, may or can, do by Virtue of these Presents, and the Power and Authority thereby made and given; and to revoke all or any such Power or Powers which they (he) shall so give, as they (he) shall from Time to Time think fit and see Occasion; and we do hereby, &c. [As before; and instead of, likewise Attorney or Attornies, &c. say]

confirm as well all and whatsoever the said *C.* and *D.* jointly, and either of them severally; as also all and whatsoever such or other Person or Persons which they shall so by any such Writing or Writings authorize and appoint as aforesaid (shall legally do or procure), &c.

To three; but in Case of Death, Absence or Refusal of two of them, then to another to join to him that doth act; to receive all Rent, Debts, Effects, Goods, &c. to let Leases, or at Will, and to order and manage the same as they shall think fit; and to sell Part of Land; and to send Effects by Ships, &c.

THESE Presents witness, that I *A. &c.* do hereby make, ordain, appoint, and in my Place put and constitute *B. &c. C. and D. &c.* jointly, and either or any of them severally, my true and lawful Attorney and Attornies; and in Case of the Decease or Absence of the said *C.* and *D.* or either of them, or of their, or either of their Refusal, to be and act as my Attorney or Attornies together with the said *B.* by Virtue hereof, then and not otherwise I make, ordain, constitute and appoint *E. of, &c.* together with the said *B.* in Case of the Death, or of the Absence or Refusal of both of them the said *C.* and *D.* to act as aforesaid, or together with either of them the said *C.* and *D.* as shall be living and present there, and will act by Virtue hereof jointly, or any of them severally, to be my true and lawful Attorney and Attornies for me and in my Name, and to and for my proper Use, to ask, demand, levy, recover and receive of and from all and every Person and Persons whatsoever, inhabiting, or that have dwelt, or shall dwell in any of my Messuages, Lands or Tenements, lying and being in the Island of *Jamaica*, and all others whom it may concern, all such Rent and Ar-rears of Rent which are or shall be by them, or any of them, to me due, owing and payable; and also all such Debts, Sum and Sums of Money, Goods, Effects and Things whatsoever, which are now due and owing, or which shall at any Time hereafter be due, owing, payable or belonging to me upon Bond, Book, or upon Account of any Trading or Dealing, or any other Account, Ways or Means whatsoever; and also for me and in my Name to demise and let by Lease, for such Term or Terms of Years, or at Will, any of my said Messuages, Lands or Tenements in the Island of *Jamaica* aforesaid, to such Person or Persons, and for such Rent or Rent as they my said Attornies, either, or any of them shall think fit; and to manage and order the same as they, either, or any of them shall think fitting, and for my best Advantage; also for me and on my Behalf to sell and dispose of all or any Part of such Land or Ground to me belonging in — *aforesaid, which is not built upon*, for the best Price that they or any of them can get for the same; and to receive the Monies arising by such Sale, and for me and on my Behalf to seal and execute such Deeds or Writings as shall be necessary for perfecting such Sale and Conveying thereof; and also to sell or buy what shall be necessary, and for my Advantage from Time to Time, for the Benefit and Improvement of my Estate; and also to transact, do and perform all other Matters and Things whatsoever, about and relating to any my Affairs and Business in *Jamaica*, as Occasion shall require; and also

from Time to Time ship, send and consign to me at *L.* the Produce and Effects arising by or from all or any Part of my Estate or Concerns in the said Island: *Giving*, and hereby granting unto such of them the said *B. C. D.* and *E.* as in either of the said Cases aforesaid shall be, and act as my Attorney and Attornies by Virtue of these Presents, my full Power, &c.

To sell a Plantation in Jamaica, and covenant to confirm such Sale.

KNOW, &c. That I *A. &c.* have made and ordained, and by these Presents do make, ordain, constitute and appoint *C.* and *D. &c.* jointly, and either of them severally, to be my true and lawful Attornies and Attorney for me and in my Name, and on my Behalf, to contract and agree for the Sale, and to sell and dispose, as they or either of them shall think for my most Advantage, of all, every or any the Messuages, Lands, Tenements and Hereditaments, of and belonging to me the said *A.* in the Island of *J.* aforesaid (and which came to me by the Death of *E. &c.*) with all the Houses, Buildings, Negro's, Servants, Cattle, Coppers, Utensils and Things thereunto belonging, which the said *C.* and *D.* or either of them already have recovered, received and taken Possession of; or which they, or either of them hereafter shall or may recover, receive and take Possession of for my Use, by Virtue of any Power or Authority in that Behalf by me the said *A.* at any Time heretofore made or given to the said *C.* and *D.* or either of them; and upon Sale thereof, or any Part thereof, to sign, seal and execute all, or any such Contracts, Agreements, Deeds, Conveyances and Assurances; and to do and perform all other Acts and Things for perfecting such Sale or Sales thereof, or of any Part thereof, as shall be requisite and necessary in that Behalf; and upon Receipt of the Monies in Consideration of such Sale or Sales to give sufficient Discharges for the same: And I do hereby ratify and confirm all and whatsoever my said Attornies jointly, or either of them severally, shall legally do, or procure to be done in, and touching the Premises: And I the said *A.* for my self, my Heirs, Executors and Administrators, do hereby covenant and agree, to and with the said *C.* and *D.* their Heirs, Executors and Administrators, jointly and severally, that I the said *A.* my Heirs, Executors and Administrators, shall and will at all, or any Time or Times hereafter, upon Request, make, do, execute and perform all or any such further Acts, Deeds or Things, for the better perfecting and confirming of any such Sale or Sales of the said Premises, or any Part thereof as aforesaid, as shall be reasonably required. *In Witness, &c.*

Another.

KNOW, &c. That *A. &c.* and *B.* his Wife, have made and ordained, and by these Presents do make, ordain, constitute, authorize and appoint *C.* and *D. &c.* jointly, and either of them severally, to be their true, certain and lawful Attornies and Attorney for them and in their Names, and for and on their Behalf, to contract, agree for, and to sell and dispose of all, every, or any their Plantations, Lands, Houses, Buildings, Negro's, Servants, and

and all Things thereunto belonging, situate, lying, &c. to such Person or Persons as they shall think fit, for the most Benefit and Advantage of the said *A.* and *B.* his Wife, that they, or either of them can; And upon Sale thereof, or any Part thereof, to seal and execute all or any such Contracts, Agreements, Deeds, Conveyances and Assurances; and to do and perform all other Acts and Things for the perfecting such Sale or Sales thereof, or of any Part thereof, as shall be requisite and necessary in that Behalf; and to give sufficient Receipts and Discharges for all or any such Sum or Sums of Money, or other Consideration, for which the said Premises, or any Part thereof shall be sold; and if Need be, to enter into, and take Possession of the said Plantations, Lands, Houses and Premises, or any Part thereof; and to do and perform all other Matters and Things whatsoever, as shall be requisite and necessary in and about the Premises, and for effecting such Sale as aforesaid, as fully as the said *A.* and *B.* his Wife might or could do personally: And they do hereby ratify, &c. [*As before; with a Covenant from A. and B. his Wife, as the other.*]

To sell a Plantation (and to receive Money from one due upon an Account stated and made up) and covenant to confirm such Sale, and indemnify him therefrom.

KNOW, &c. That I *A.* &c. [*The same as the other; but, made from one to one, till* And upon Sale thereof to sign, seal and execute all or any such Contracts, Agreements, Deeds or Conveyances for the same, as Occasion shall require; likewise for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of *D.* &c. *Proprietor of Part of the said Plantation and Premises aforesaid*, and all other Person and Persons whatsoever, whom it may or shall concern, the Sum of — *l.* due and owing to me from the said *D.* according to an Account made up and stated under the Hands of the said *D.* and me the said *A.* the, &c. concerning my Part and Share of and in the said Plantation and Premises; and likewise all such other Sum and Sums of Money which are since due, owing and payable to me, on Account of my said Part and Interest in the said Plantation and Premises aforesaid, from the said *D.* or any other Person or Persons whatsoever, or upon any other Account, and by any other Ways or Means whatsoever, in any Manner of wise; and if Need be, to call to Account and bring to a Reckoning, all or any Person or Persons concerned in the Premises, and to transact, do and perform all Matters and Things relating thereunto, as fully as I my self might or could do; and upon Receipt or Recovery of all or any such Sum and Sums of Money, sufficient Acquittances and Discharges for me and in my Name to make and give: *Giving, &c.* And I the said *A.* do hereby for my self, my Heirs, Executors and Administrators, covenant, &c. That I the said *A.* my Heirs, Executors and Administrators, and all others lawfully claiming or to claim, by, from, under, or in Trust for me, shall and will upon Request make, do and execute all such further Acts, Deeds and Things, for the granting, selling, assuring, conveying and confirming my said Part, Share and Interest, of and in the said Plantation and Premises to such Person or Persons to whom the said *B.* shall so sell, or contract and agree to sell the same as aforesaid, as by him, or them, or his, or their Counsel, &c. And shall and will also indemnify and save harmless the

said

faid B. his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels from all Actions, Suits, Charges, Payments and Damages, for or by Reason of such his selling, or contracting and agreeing for the Sale of the faid Premisses, as aforesaid, or any Ways or Means relating thereunto. *In Witness, &c.*

To sell the Reversion of a House, &c. and covenant not to countermand or revoke the Power thereby given, and to do any further Acts to confirm such Sale, and the Authority thereby given.

KNOW, &c. That I A. &c. have made and ordained, and by, &c. B. &c. to be my true, certain and lawful Attorney for me, and in my Name, and on my Behalf, to contract and agree with C. &c. for the Sale of, and to sell unto the faid C. his Heirs and Assigns for ever, all my Estate, Right, Title, Interest, Part, Share, Property, Reversion, Remainder, Claim and Demand, of and in one Moiety or half Part, and all or any such Part and Share to me belonging, of and in a Messuage or Tenement, with the Out-houses, Buildings, Backsides, Lands, Tenements, Hereditaments and Appurtenances thereunto belonging, situate, &c. now or late, &c. (which was given by D. &c. in and by his last Will and Testament, unto E. my Mother, as one of the Sisters of the faid D.) And upon Sale thereof for me and on my Behalf to sign, seal and execute all or any such Deeds, Conveyance and Assurance; and to do and perform all other Acts and Things for perfecting such Sale thereof as shall be requisite and necessary in that Behalf; and upon Receipt of the Monies or Considerations for such Sale, to give sufficient Discharge for the same: And I do hereby ratify, &c. the faid Attorney or his Substitutes, &c. And I the faid A. for my self, my Heirs, Executors and Administrators, do hereby covenant, &c. that I the faid A. my Heirs, Executors and Administrators, shall not, nor will at any Time or Times hereafter revoke, recall, countermand, or otherwise disannul or make void the Power and Authority herein before by me given and granted as aforesaid, or any legal Act or Thing to be done, performed and executed by the faid B. in, for or about the Sale and conveying of the faid Part of the faid Messuages and Premisses, by Virtue and in Pursuance of these Presents; but that I the faid H. and my Heirs and Assigns, shall and will at all Times hereafter, upon Request, make, do, execute and perform all or any such further Acts, Deeds or Things for the further confirming the Power and Authority hereby given, and the better perfecting such Sale of the faid Premisses as aforesaid, as shall be reasonably required. *In Witness, &c.*

To sell Part of a Ship, or any Part thereof, and covenant to confirm such Sale.

KNOW, &c. That I A. &c. have made and ordained, and by, &c. B. &c. now Commander of the Ship M. to be my true, certain and lawful Attorney for me, and on my Behalf, to grant, sell and dispose of my sixteenth Part, or any Part or Parts of my faid sixteenth Part, of and in all
that

that the said Ship or Vessel called the *M.* of the Burthen of, &c. whereof, &c. and of all the Appurtenances to the said Ship belonging, at and after the Rate or Price of — *l.* for one sixteenth Part, or such a Rate or Price as he can get for the same; and to seal and execute a sufficient Bill or Bills of Sale thereof, for me and on my Behalf; and upon Receipt of the Money or Consideration for such Bill or Bills of Sale, to give Receipts for the same: And I do hereby ratify and confirm, &c. And I do hereby covenant and agree for my self, my, &c. to and with, &c. that I will upon Request do any further reasonable Act for confirming the said Sale or Sales, as shall be required. *In Witness, &c.*

To execute a Deed.

KNOW, &c. That I *A.* &c. have made and ordained, and do hereby make and ordain *B.* &c. my lawful Attorney for me and in my Stead, and on my Behalf, to sign, seal and execute one Deed or Writing, made the, &c. by the several Owners and Proprietors of the Manor or reputed Manors or Lordship of *D.* with all its Rights, Members and Appurtenances, &c. [*As in the Deed*] situate, &c. purporting an Order or Power by the said Proprietors to *C.* &c. *D.* &c. *E. F.* &c. and *G.* &c. or any three or more of them, to sell, contract and agree for the Sale of all their Estate, Right, Title and Interest, of and in the said Manor, Messuages, Lands, Tenements and Hereditaments aforesaid, with their and every of their Rights, Members and Appurtenances, and all other their Lands, Tenements and Hereditaments in *K. L.* and *M.* in the County of, &c. pursuant to the Orders and subject to the Terms, Reservations and Limitations mentioned in the said Deed or Writing: And I the said *A.* do hereby ratify and confirm such the Execution of the said Deed by the said *B.* as aforesaid, by Virtue of these Presents. *In Witness, &c.*

To execute a Composition, and to receive a Dividend.

KNOW, &c. That I *A.* &c. have made and ordained, and by, &c. do make, ordain, constitute and appoint *B.* &c. to be my true and lawful Attorney for me, and on my Behalf, to sign, seal and execute an Indenture tripartite, bearing Date, &c. made, or mentioned to be made between *C. D.* and *E.* of, &c. Creditors of *F.* &c. and Trustees, for and on the Behalf of other the Creditors of the said *F.* of the first Part; *G. H. I.* me the said *A. K.* &c. [*And so on*] Creditors also of the said *F.* of the second Part; and the said *F.* of the third Part; also for me and in my Name, and to and for my proper Use and Behoof, to demand and receive of and from the said *C. D.* and *E.* either or any of them, all Monies due and payable to me, upon and by Virtue of the said Indenture, as well for my Share and Dividend, of the Sum of — *l.* already received by, and in the Hands of the said *C. D.* and *E.* some or one of them, of the Estate of the said *F.* as of the Sum of — *l.* of the Debts of the said *H.* yet standing out and unreceived, or of so much thereof which shall be recovered and received in Proportion to the Debt of — *l.* owing to me by the said *F.* And I do hereby give and grant unto my said Attorney my full Power and Authority in and touching the Premises, to do and perform all Matters and Things for the Recovery and receiving the Monies due,

due, or which shall become due and payable to me by Virtue of the said Indenture, as fully as I my self might or could do, were I personally present: And I do hereby ratify and confirm such the Execution of the said Deed by the said *B.* as aforesaid, and all other legal Acts and Things which shall be by him done and performed in and to the Premises, by Virtue of these Presents. *In Witness, &c.*

To two, but in Case of Death, a Licence or Refusal of both or either of them, then to another alone, or with either of them that will act, to receive Debts.

KNOW, &c. that we *A.* and *B.* &c. Executors of the last Will and Testament of *C.* &c. have made and ordained, and by these Presents do make, ordain, constitute, authorize and impower *D.* and *E.* &c. jointly, and either of them severally; and in Case of the Decease, Absence or Refusal of the said *D.* and *E.* or either of them, to act as our Attornies by Virtue hereof; then we ordain, constitute and impower *F.* &c. alone or together, with either of them the said *D.* and *E.* as shall be living and present there, and will act as our Attorney, by Virtue of these Presents, jointly, or either of them severally, to be our true and lawful Attornies and Attorney for us and in our Names, and to and for our proper Use and Behoof, to demand, levy, sue for, recover and receive by all lawful, &c. of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, in the said Island of *Jamaica*, all such Debts, Sum and Sums of Money, Goods, Effects, Produce and Things whatsoever (which were due, owing, payable or belonging unto the said *C.* at the Time of his Decease, and) which now are, and shall be, and grow due, owing, payable, or belonging unto us as Executors aforesaid, by, upon, or by Virtue of any Bond, Bill, Book, or upon Account of trading or dealing, or upon any other Account, and by any other Ways or Means whatsoever, in any Manner of wise; and if Need be, to call to Account, and force and bring to a Reckoning, and to adjust and settle Accounts with all or any Person or Persons concerned in the Premises; and generally to do, act and perform all Matters and Things relating to the Premises, as fully as we our selves might or could do personally; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Debts, Goods, Effects and Things whatsoever, or any Part, sufficient Acquittances and Discharge for us and in our Names from Time to Time to make and give: *Giving*, and by these Presents granting unto such of them the said *D.* *E.* and *F.* as in either of the Cases aforesaid shall be and act as our Attorney and Attornies, by Virtue of these Presents, our full Power and Authority, in and touching the Premises, to sue, &c.

And if
Need be,
&c.

And generally,
&c.
And upon
Receipt,
&c.

Giving,
&c.

To receive Debts, and to settle Accounts.

KNOW, &c. That I *A.* &c. have made and ordained, and by, &c. do make, ordain, constitute and appoint *B.* &c. to be my true, certain and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue for, recover, &c. by all lawful, &c. of

N n

and

and from C. &c. his Heirs, Executors and Administrators, and all others whom it doth, &c. all and every such Debts, Dues, Sum and Sums of Money, Goods, Effects and Things whatsoever, due, owing, payable or belonging unto me the said A. by and from the said C. upon Bond, Bill, Book; or upon Account of trading or dealing, or upon any other Account, or by any other Ways or Means whatsoever; and to call to Account and bring to a Reckoning, and to adjust, settle and clear all Accounts between me and the said A. and whom else it may concern; and upon Receipt, &c. [*As usual; and if it is not to settle Accounts, thus*] And if Need be, to call to Account, and force, and bring to a Reckoning, and to adjust and settle Accounts with the said C. his Executors and Administrators, and all others whom it may concern: And upon, &c.

To adjust and settle Accounts, and to receive the Ballance.

KNOW, &c. That I A. &c. Relict and Executrix of the last Will and Testament of B. &c. have made and ordained, and by, &c. [*As above*] C. &c. to be my true, certain and lawful Attorney for me and in my Name, and on my Behalf, to account with D. &c. and to adjust and settle all Accounts depending between the said D. and the said B. my late Husband, at the Time of his Decease, and now depending between the said D. and me the said A. Executrix as aforesaid; and for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue for, recover and receive, of and from the said D. his Heirs, Executors and Administrators, all such Sum and Sums of Money, Goods, Effects and Things which are or shall appear to be due, owing, payable or belonging to me the said A. as Executrix aforesaid, by or from the said D. upon settling or adjusting any such Account or Accounts, or by any other Ways or Means whatsoever or howsoever: And upon Receipt or Recovery, &c. *Giving, &c.*

To receive the Ballance of an Account.

KNOW, &c. [*The same as that To receive Debts, till the Words*] of and from C. of, &c. and all others whom it may concern, the Sum of — *l.* due and owing to me, for the Ballance of an Account of the Sale of a Chest of *Looking-Glasses*, by the said C. for my Account at D. under the Hand of the said C. dated, &c. And upon Receipt, &c.

From Assignees to two Persons jointly and severally, to receive Debts and Effects beyond Sea, for the Use of them and the rest of the Creditors.

KNOW, &c. That we A. B. C. and D. &c. Creditors and Assignees of E. &c. and Trustees made and appointed for the rest of the Creditors of the said E. by certain Indentures tripartite, bearing Date, &c. have made and ordained, and by these Presents do, by Virtue of the said recited Indentures,

Indentures, and the Power and Authority to us thereby granted by the said *E.* make, ordain, authorize, empower, and in our Place and Stead put and constitute *F. &c.* and *G. &c.* jointly, and either of them severally, our true, certain and lawful Attornies and Attorney, for us and in our Names, and for the Use of the Creditors of the said *E.* to demand, levy, &c. by all lawful, &c. of and from *H. &c.* and of and from all and every other Person and Persons whatsoever, whom, &c. concern in *New England*, all and every such Sum and Sums of Money, Debts, Dues, Goods, Effects and Things whatsoever, which were lately due, owing, payable or belonging unto or upon Account of the said *E.* and now unto us, as Assignees of the said *E.* as aforesaid; upon or by Virtue of any Bond, Bill, Book, or upon Account of Trading or Dealing, and upon any other Account, or by any other Ways or Means whatsoever, in any Manner of wise: And if Need be, to call to Account and bring to a Reckoning the aforesaid *H.* and all or any other Person or Persons concerned in the Premises: And upon Receipt, &c. *Giving, &c.*

To receive Money due on a Bill.

KNOW, &c. [*The same as that To receive Debts, pag. 273. till the Words*] Of and from *D. &c.* all that Debt or Sum of — *l.* due, owing and payable to me the said *A.* by and from the said *D.* for the Work done, and Goods delivered, as in the Bill hereunto annex'd is mentioned; and all other Debts, Dues, Sum and Sums of Money whatsoever, due, owing and payable to me by and from the said *D.* upon any other Account, and by any other Ways or Means whatsoever, in any Manner of wise; and upon Receipt or Recovery of all the said Debt, and all or any other Debts, Dues, Sum and Sums of Money, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name to make and give: *Giving, &c.*

To receive Debts due on Bond.

KNOW, &c. That I *A. &c.* Administrator of the Goods and Chattels, Rents and Credits of *B.* late, &c. have made, &c. [*As before*] constitute and empower *C. and D. &c.* jointly, and either of them severally, to be my, &c. in my Name, and to the Use of me the said *A.* and my Assigns, to demand, levy, sue, &c. by all lawful, &c. of and from *E. &c.* his Heirs, Executors and Administrators, and all others whom it doth or shall concern, all and every such Debts, Dues, Sum and Sums of Money which the said *E.* was indebted, and were by him due and owing to the said *B.* at the Time of his Decease, and now to me the said *A.* as Administrator to the said *B.* by Bond or Bonds, or by Bills, Notes, or by Book, or any other Account; or by any other Ways or Means whatsoever, together with all Costs, Damage and Interest, due for or upon Account of the same; and likewise if Need be, to account, compound and agree, for and touching the Premises: And upon Receipt or Recovery, &c.

To receive Principal and Interest due on two Bonds.

TO all, &c. *A.* and *B.* &c. send Greeting. *Whereas C.* &c. by Obligation under his Hand and Seal, bearing Date, &c. stands bound unto the said *A.* in the Sum or Penalty of — *l.* of lawful, &c. conditioned for Payment of the Sum of — *l.* of like Money, on the, &c. *And whereas* the said *C.* by one other Obligation under his Hand and Seal, bearing Date, &c. stands bound unto the said *B.* &c. [*As the other*] as by the said recited Obligations and Conditions, Relation being thereunto respectively had, &c. *Now know ye*, that the said *A.* and *B.* have severally made and ordained, and by, &c. do severally and respectively make, ordain, and in their several Places and Steads put and constitute *D.* &c. to be their true and lawful Attorney for them severally, and in their several Names, and to and for their respective Uses, to demand, levy, sue for, recover and receive of and from the said *C.* now of, &c. his Heirs, Executors and Administrators, and all other Person and Persons whatsoever, whom it doth, shall or may concern, all Sum and Sums of Money which are and shall become due, owing and payable to them the said *A.* and *B.* respectively, for Principal, Interest and Charges, by and upon the said respective recited Bonds or Obligations; and upon Receipt or Recovery thereof, or of either of them, or any Part of them, or either of them, to give sufficient Discharges for the same. *Giving*, &c. [*As usual*].

To receive Principal and Interest due upon Bond.

KNOW, &c. That I *A.* &c. have made and ordained, and by, &c. *B.* &c. my true and lawful Attorney, for me and in my Name, and to and for my own proper Use, to demand, levy, &c. by all lawful, &c. of and from all and every Person and Persons whatsoever, whom it doth or shall concern, all such Sum and Sums of Money which are due and owing to me the said *A.* for Principal and Interest, by and upon one Bond or Obligation under the Hand and Seal of *C.* of, &c. dated, &c. And upon Receipt, &c. [*As usual*].

To receive a Legacy.

KNOW, &c. of and from *C.* of, &c. Executor of the last Will and Testament of *D.* &c. and of and from all and every other Person and Persons whatsoever, whom it doth, shall or may concern, all that Legacy or Sum of — *l.* given and payable to me the said *A.* in and by the last Will and Testament of the said *D.* deceased, bearing Date, &c. and all other Sum and Sums of Money, due and payable for and in respect of the said Legacy: And upon Receipt, &c.

To receive Principal and Interest due upon Bond.

KNOW, &c. [*As above*] of and from C. &c. his Heirs, Executors and Administrators, and all other Person and Persons whom, &c. all Sum and Sums of Money which are and shall become due, owing and payable to me for Principal, Interest and Charges, by and upon one Bond or Obligation under the Hand and Seal of the said C. dated, &c. in the Penal Sum of — l. conditioned for Payment of — l. on the Day therein mentioned, and long since past: And upon Receipt or Recovery thereof, or any Part thereof, to give sufficient Discharges for the same: And I do by these Presents give and grant unto my said Attorney, all my full Power and Authority, in and touching the Premises, to sue, &c.

To receive Money due on Mortgage.

KNOW, &c. That I A. &c. to demand, &c. [*As above*] of and from R. &c. Relict and Executrix of the last Will and Testament of S. late, &c. and all or any other Person or Persons whom it doth, shall or may concern, all Sum and Sums of Money, due, owing and payable, and which shall grow due and payable to me for Principal, Interest, and otherwise, upon and by Virtue of one Indenture of Assignment or Mortgage, under the Hand and Seal of the said S. bearing Date, &c. of several Pieces or Parcels of Ground, &c. situate, &c. granted by Lease to the said S. by and from T. &c. And upon Receipt thereof for me and on my Behalf, to surrender and deliver up the said Assignment or Mortgage to the said R. her Executors or Administrators, or to assign the same to such Person or Persons as she or they shall in that Behalf direct and appoint; and to seal and execute such Deed or Writing for that Purpose, as Occasion shall require; and likewise upon Receipt of the said Money, or any Part thereof, to give a sufficient Discharge for the same: *Giving*, and by these Presents granting unto my said Attorney, all my full Power and Authority, to do and perform all Matters and Things in and about the Recovery and Receiving the said Money, and otherwise as fully as I my self might or could do, were I personally present: And I do hereby ratify, &c.

Another, to receive Principal and Interest due on Mortgage.

KNOW, &c. [*As the other*] of and from all Person and Persons whom, &c. all such Sum and Sums of Money as are due, and shall grow due and payable unto me as Heir and Executor aforesaid, for principal Money, Interest and Charges, or otherwise upon and by Virtue of a certain Indenture of Release or Mortgage, bearing Date, &c. made, or mentioned to be made between B. &c. of the one Part, and the aforesaid C. of the other Part, of two Pieces of Land, situate, &c. And if Need be, to call to Account and bring to a Reckoning all or any Person or Persons concerned in the Premises; and to transact, do and perform all Matters and Things relating to the Premises, as fully as I my self might or could do: And upon Receipt, &c. [*As a Common Letter of Attorney.*]

To

To receive a Dividend of an Estate of a Person that a Commission of Bankrupt was awarded against.

KNOW, &c. That I *A.* &c. Executrix of the last Will and Testament of *B.* &c. have made and ordained, and by, &c. *E.* &c. my true and lawful Attorney, for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, &c. of and from the Assignees, by Virtue of a Commission of Bankrupt awarded against *D.* &c. a Dividend at and after the Rate of — s. in the Pound, for the principal Debt, due and owing to me as Executrix aforesaid; and likewise for me and on my Behalf to sign, seal and execute the Deed or Deeds for or concerning the said Distribution or Dividend, or any other Distribution or Dividend of the Estate of the said *D.* And upon Receipt of any such Sum or Sums of Money, Dividends and Distributions, or any of them, or any Part thereof, sufficient Acquittances, Receipts and Discharges for me to make and give: And I do hereby ratify, &c.

To receive a Dividend of the Residue of an Estate (of a Person deceased) and sign the Discharge to his Executors.

KNOW, &c. That I *A.* &c. one of the Sons of *B.* late of, &c. have made and ordained, and by, &c. *C.* of, &c. to be my true and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand and receive by all lawful Ways and Means whatsoever, of and from *D.* &c. Executor of the last Will and Testament of *E.* late, &c. all such Sum and Sums of Money, which, by the Ballance of the Account of and concerning the late Estate of the said *E.* deceased, appears to be due, coming and payable to me the said *A.* by Virtue of the said Will of the said *E.* or is now to be paid for my Part and Share of and in the remaining Part of the said Estate, as one of the Sons of the said *B.* who was one of the Brothers of the said *E.* And upon Receipt thereof for me and on my Behalf, to sign, seal and execute unto and to the Use of the said *D.* as Executor of the said Will of the said *E.* a certain Deed or Writing, bearing Date, &c. purporting a Release or Discharge from the several Legatees of the said *E.* to the said *D.* as his Executor, of and from the said Account, and all other Accounts concerning all or any Part of the said Estate of the said *E.* except the several Debts in the said Accounts mentioned, which are reckoned to be bad Debts, and except the Sum of — l. which is deposited in the Hands of *F.* of, &c. to defray such Charges as may arise about the Recovery of the said Debts, or otherwise relating to the said Estate: And I do hereby ratify and confirm all and whatsoever my said Attorney or his Substitutes shall legally do, or procure to be done, in and touching the Premises. *In Witness, &c.*

From three Persons to two, to receive Debts and Effects due to them on their joint Account (of a Person beyond Sea), and from two of them as Executors of another Person to the said Attornies, to receive Debts of the same Person, as they are Executors.

K NOW, &c. That we *A. B.* and *C. &c.* have, and each and every of us hath made and ordained, and by these Presents do, and each and every of us doth make and ordain, and in each and every of our Places and Steads put and constitute *D. &c.* to be our true, certain and lawful Attorney for us, and in our, each or any of our Name or Names, and to and for our, each, and every of our own proper Use and Uses, to demand, levy, &c. by all lawful, &c. of and from *E. and F. &c.* Administrators of the Goods and Chattels of *G. &c.* and all other Person and Persons whatsoever in *P.* aforesaid, whom it doth, &c. all Sum and Sums of Money, Goods, Effects and Things whatsoever, due, owing, payable and belonging to us, every, or any of us, by and from the aforesaid *G.* deceased, or them the said *E. and F.* Administrators aforesaid, or otherwise, upon or by Virtue of any Bond, Bill, Book, or upon Account of Trading or Dealing, or upon any other Account, and by any other Ways or Means whatsoever, in any Manner of wise: And we the said *B. and C.* as Executors of the last Will and Testament of *H. &c.* have, and either of us hath made and ordained, and by, &c. and constitute the aforesaid *D.* to be our true, certain and lawful Attorney for us and in our, or either of our Name or Names, and to and for our proper Use, as Executors aforesaid, to demand [*As before*] &c. of and from the aforesaid *E. and F.* Administrators as aforesaid, and all other Person and Persons whatsoever in *P.* aforesaid, whom it doth, &c. all Sum, &c. [*As before, till the Words*] payable or belonging to the said *H.* deceased, by and from the said *E. and F.* as Administrators aforesaid, or otherwise upon or by Virtue of any Bond, Bill, Book, &c. [*As before*] Means whatsoever; and to call to Account, and force, and bring the said *E. and F.* and either of them to a Reckoning; and to adjust and settle Accounts with them, and either of them, and all other Person and Persons concerned in the Premises; and upon Receipt or Recovery, &c.

To receive Arrears of Rent upon a Purchase.

TO all, &c. *A. and B. &c.* send Greeting. Whereas *C. &c.* and the said *B.* have on the Date hereof sold and assigned to the said *A.* a Lease, dated, &c. granted to the said *C.* by and from *D. &c.* of all that, &c. situate, &c. And whereas several Sums of Money are due and in Arrear from the respective Tenants of the said Premises to Michaelmas now last, which the said *C.* is to receive to his own Use: Now therefore know ye, that the said *A.* and likewise the said *B.* do by these Presents give and grant unto the said *C.* his Executors and Administrators full Leave and Liberty; and as far as they lawfully may, do jointly and severally empower the said *C.* his Executors and Administrators, to demand, levy, sue for, recover and receive to his and their own proper Use and Behoof, by all lawful Ways and Means whatsoever, of and from all or any the Tenants of the said Premises, or any

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Part thereof, and all others whom it doth or shall concern, all such Sum and Sums of Money as are due, owing and payable from them, or any of them, for Rent and Arrears of Rent, for or in respect of the said Premises, or any Part thereof, upon or before the said Feast-day of, &c. And for Default of Payment thereof, or any Part thereof, to enter into the said Premises, or any Part thereof, and distrain for the same; and upon Receipt or Recovery thereof, or any Part thereof, to give sufficient Discharges for the same: And they do hereby severally confirm whatsoever the said C. his Executors, Administrators or Assigns shall legally do, or cause to be done, in and touching the Premises: And the said A. and B. do hereby for themselves, their Executors and Administrators, jointly and severally covenant, &c. that they the said A. and B. their Executors, Administrators and Assigns, or some of them, at the Charge of the said C. his Executors and Administrators, shall and will at any Time or Times hereafter produce the said recited Lease and the Counter-parts of all or any Under-Leases by him delivered to the said A. And will also do and perform all and any such further Acts and Things, the better to enable the said C. his Executors and Administrators, to recover and receive the Rents so due and in Arrear as aforesaid, to his and their own Use and Uses, as by him or them, &c. And he the said C. his Executors and Administrators, doth hereby agree and promise to indemnify the said A. and B. their Executors and Administrators respectively, from all Suits, Costs and Damages, for or by Reason of any Suit or Suits, or otherwise in respect of these Presents, and the Power thereby granted. *In Witness, &c.*

To receive Debts, Effects, &c.

KNOW, &c. That I A. &c. have, &c. and ordained, &c. [*As in a General Letter of Attorney*] of and from C. of, &c. and all other Person and Persons whatsoever whom it doth, shall or may concern, all such Sum and Sums of Money, Debts, Dues, Goods, Effects and other Things whatsoever, which are in the Hands of, and due, owing, payable, or belonging unto me the said A. by and from the said C. upon or by Virtue of any Bond, Bill, &c. or Means whatsoever, in any Manner of wise; and to call to Account, and force, and bring the said C. to a Reckoning; and to adjust and settle Accounts with the said C. and all or any other Person or Persons whom it doth, &c. And to transact, do and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as I my self might or could do, were I personally present; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Debts, Dues, Goods, Effects, or other Things, sufficient Acquittances, &c. *Giving, &c.*

To a Steward of a Manor, to issue out Warrants to hold a Court.

KNOW, &c. That I A. &c. do hereby authorize and appoint B. &c. to be my Steward for my Manor of D. in the County, &c. and as Steward aforesaid, to issue out a Warrant for holding and keeping a Court for the said Manor, on the, &c. or such other Time as shall be thought fit; and to do and perform all Matters and Things requisite, in and touching the Premises: And I do hereby ratify whatsoever my said Attorney shall legally do, in and touching the Premises. *In Witness, &c.*

To a Person to surrender Lands into the Hands of the Lord of the Manor, to such Uses as he shall by his Will limit and appoint.

KNOW, &c. That I *A. &c.* have made and ordained, and I do hereby make, ordain and in my Place and Stead put and constitute *B. &c.* my true and certain Attorney for me, and in my Name, and on my Behalf, to surrender into the Hands of the Lord or Lords of the Manors of, &c. in the County of, &c. all and singular my Copyhold, Messuages or Tenements, Lands, Grounds, and all Barns, Buildings, Orchards, Gardens, Yards, Hereditaments, and all and singular the Appurtenances to the said Premises, belonging, lying and being within the said Manor, now in the Occupation of *C.* his Under-tenants or Assigns, by what Names or however the same may be called or known, to and for such Use or Uses as I shall by my last Will and Testament in Writing declare, limit and appoint; and I do hereby grant unto the said *B.* full Power and Authority to do and perform all Acts, Matters and Things in and to the Premises requisite, as fully as I my self might or could do, being personally present: And I do hereby also ratify and confirm all and whatever my said Attorney shall legally do, in and touching the Premises: *In Witness, &c.*

To recover Goods and sell them, and remit the Money, or consign the Effects.

KNOW, &c. That *A. &c.* Relict and Executrix of the last Will and Testament of *B.* late, &c. hath made and ordained, and by these Presents doth make, ordain, and in her Place and Stead put and constitute *C. &c.* to be her true, certain and lawful Attorney for her and in her Name, and to and for her proper Use, to demand, levy, sue, &c. by all lawful, &c. of and from *D. &c.* his Heirs, Executors and Administrators, and all Person and Persons whom it doth, &c. as well the several Goods and Things mentioned and expressed in the Inventory or Particular thereof hereon endorsed, and which the said *D.* by Receipt under his Hand, dated, &c. acknowledged to have received of Captain *E.* (which Receipt and the Particular of the said Goods mentioned to be received by the said *E.* of the said *B.* is delivered by the said *A.* to *F.* Master of the Ship *G.* now forthwith bound to *H.* to be delivered the said *C.*) as also all other Goods and Things of and belonging to the said *B.* deceased; and upon Receipt or Recovery thereof, or any Part thereof, from Time to Time to sell and dispose of the same at *H.* aforesaid, for the most Profit and Advantage that he can; and to remit the Money arising by Sale thereof, in good Bill or Bills of Exchange, payable to the said *A.* or her Order in *London*, for her Use, or otherwise, and invest the Produce of the said Goods in such other Goods and Merchandizes in *H.* as shall be for the best Advantage of the said *A.* and to return and consign the same to the said *A.* or her Assigns in *London*, which of them the said *C.* shall think fit, and for the most Profit and Advantage of the said *A.* he the said *C.* in either of the said Cases first deducting thereout all his necessary Charges and Expences in and about the Premises which the said *A.* agrees he shall and may deduct accordingly: And

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the said *A.* doth further impower the said *C.* if Need be, to call to Account and bring to a Reckoning the said *D.* and all other Person and Persons concerned in the Premises; and to transact, do and perform all other Matters and Things relating to the said Premises, as fully as she her self might or could do personally; and upon Receipt or Recovery of the said Goods and Things, or any Part thereof, or any Sum or Sums of Money on Account thereof, to give sufficient Receipts and Discharges for the same: *Giving, &c.*

To prosecute a Suit.

KNOW, &c. That I *A.* &c. have made and ordained, and by, &c. *B.* &c. to be my lawful Attorney in my Name, and on my Behalf, and at my Charge to carry on and prosecute with Effect, in all or any Court or Courts, as Occasion shall require, a Suit now depending between me and *C.* at *D.* about and concerning the Estate belonging to my late Brother *E.* of, &c. Also for me, and in my Name, and for my Use, to demand, recover and receive all, every and any such Sum and Sums of Money, Goods, Chattels and Things whatsoever, due, payable or belonging unto me, and which shall be recovered for and on Account of the Estate of my said Brother *E.* deceased; and upon Receipt or Recovery thereof, to give sufficient Discharges for the same: And I do hereby give and grant unto my said Attorney full Power and Authority, to do and perform all Matters and Things relating to the said Premises, as fully as I my self might or could do, were I personally present: And I do hereby ratify and confirm all, &c. or his Substitutes shall, &c.

To receive Annuities at the Exchequer General.

KNOW, &c. That I *A.* &c. have made and ordained, and by these Presents do make, ordain, and in my Place and Stead put and constitute *B.* &c. to be my true and lawful Attorney for me and in my Name, and to and for my proper Use, to demand and receive at her Majesty's Exchequer, from all whom it may concern, all and every such Sum and Sums of Money and Payments which now are, and which shall hereafter become due and payable to me for and in Respect of all or any Annuities yearly, or other Payment payable and belonging to me by Virtue of several Orders in her Majesty's Exchequer; and upon Receipt of all or any such Sum or Sums of Money sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give: And I do hereby ratify and confirm all and whatsoever the said *B.* shall legally do, in and touching the Premises. *In Witness, &c.*

Another.

K NOW, &c. [*As above, till*] To demand and receive all such Sum and Sums of Money which now are, and shall become, and grow due and payable to me at her Majesty's Exchequer, upon and by Virtue of all or any Orders and Tallies whatsoever to me belonging: And upon Receipt of all or any such Sum or Sums of Money, or any Part thereof, to give sufficient Discharges for the same: And I do hereby ratify, &c.

To receive Annuities at the Exchequer.

K NOW, &c. [*As before*] B. &c. to be my true and lawful Attorney, to demand and receive at her Majesty's Exchequer, from all whom it may concern, four several Annuities, or yearly Sums of — l. (each payable for the Remainder of the Term of 32 Years, by Virtue of four several Orders made in Pursuance of an Act of Parliament passed in the eighth Year of her Majesty's Reign, entitled, *An Act for granting to her Majesty new Duties of Excise, and upon several imported Commodities, and for establishing a yearly Fund thereby and by other Ways and Means to raise 900000 l. by Sale of Annuities, and in Default thereof by another Lottery for the Service of the Year 1710*) Which said Orders are of the several Dates and Numbers following, viz. One of them dated, &c. N^o (—) and the other three dated, &c. One N^o (—), another N^o (—), and the third N^o (—); and upon Receipt of the several Annuities, or any of them, or any Part thereof, sufficient Acquittance and Discharges for the same from Time to Time to make and give: And I do hereby ratify, &c. my said Attorney shall legally do or procure to be done, in and touching, &c.

Another, from two.

K NOW, &c. [*As above*] to demand and receive at her Majesty's Exchequer, from all Persons whom it doth or may concern, one Annuity or yearly Sum of — l. and two several Annuities of — l. and — l. payable to us and the said C. for the Remainder of the Term of 99 Years from the, &c. 17— by three several Orders, one of them N^o (—) bearing Date, &c. and the other two, dated, &c. N^o (—) and (—) by Virtue and in Pursuance of an Act of Parliament, made in the —th Year of the Reign of our Sovereign Lady Queen Anne, entitled, (*An Act, &c.*) as the said several Annuities, or any of them, or any Part thereof, shall from Time to Time grow and become due and payable; and upon Receipt thereof, or of any of them, or any Part thereof, sufficient Acquittances and Discharges from Time to Time to make and give: And we do hereby ratify, &c. [*Ut ante.*]

To receive Annuities at the Exchequer.

KNOW, &c. That I *A.* &c. [*As before, Page 282.*] To demand and receive at her Majesty's Exchequer from all whom it may concern, one Annuity or yearly Sum of — *l.* payable to me, and as the same shall grow and become due for the Remainder of the Term of 99 Years, by an Order bearing Date, &c. 17— N^o (—) made out to *D.* &c. by Virtue of an Act of Parliament in the —th Year of our most Gracious Sovereign Lady Queen *Anne*, entitled (*An Act*, &c. and other Uses therein expressed); and likewise all such Sum and Sums of Money which are and shall grow and become due and payable to me upon an Order for — *l.* dated, &c. 17—, N^o (—) by Virtue of an Act passed in Parliament, entitled (*An Act*, &c.) as in the said Order is mentioned; and upon Receipt of the said Annuity, and other Sum or Sums of Money, or of any Part of them, or either of them, sufficient Acquittance and Discharges for me and in my Name from Time to Time to make and give: And I do hereby ratify, &c. [*As the foregoing one.*]

Power to joint Assignee of an Order to receive the Annuity.

KNOW, &c. That we *A.* and *B.* &c. have appointed, ordered and impow'rd, and by these Presents do, &c. *C.* &c. joint Assignee with us the said *A.* and *B.* of one Annuity or yearly Sum of — *l.* payable quarterly, from and after the Decease of *D.* Son of *E.* of, &c. Nominee of *F.* of, &c. for the Residue which should be then to come and unexpired of a Term of 99 Years, from the, &c. which was in the Year of our Lord, &c. by Virtue of an Order N^o (—) dated, &c. 17—, made in Pursuance of an Act of Parliament, passed in the — Year of her Majesty's Reign, entitled (*An Act*, &c.) to demand and receive at her Majesty's Exchequer, from all Persons whom it doth or may concern, the said Annuity, or any Part thereof now due, and which hereafter shall from Time to Time grow and become due and payable by Virtue of the Order, and in Pursuance of the Act of Parliament aforesaid; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And we do hereby ratify, &c. [*As the other.*]

To receive Annuities at the Exchequer during Lives, &c.

KNOW, &c. That I *A.* &c. the Wife and lawful Attorney of *B.* &c. who is the Assignee of *C.* &c. and of *D.* &c. by Virtue of the Letter of Attorney to me granted by the said *B.* bearing Date, &c. make, ordain, constitute and appoint *E.* &c. my lawful Attorney from Time to Time to receive at his Majesty's Exchequer, all such Sum and Sums of Money as shall become due upon one Order and Talley, N^o (—) for the Sum of — *l.* during the Life of me the said *A.* and upon several other Orders and Tallies, N^o, &c. each for the Sum of — *l.* during the Life of the said *B.* my said Husband, by Virtue of an Act of Parliament, entitled (*An Act*, &c.) and

and also to receive the Interest to become and grow due upon one other Order and Tally, N^o (—) for the Sum of — l. dated, &c. by Virtue of an Act, &c. and likewise the said principal Sum of — l. when the same shall become payable; and to give Discharge for the said several Sums, every or any of them accordingly. *In Witness, &c.*

To receive Annuity at the Exchequer during the Life of a Person.

KNOW, &c. That A. &c. hath made, authorized, constituted, and in his Place and Stead put B. &c. his true and lawful Attorney, in the Name of him the said A. to demand and receive from and out of his Majesty's Exchequer, from the Feast-day of, &c. the yearly Sum of — l. being after the Rate of — l. per Cent. per Ann. quarterly, during the Life of the said A. according to an Order granted unto the said A. by the Lords of his Majesty's Treasury, dated, &c. in Pursuance of a late Act of Parliament, intituled (*An Act for granting to his Majesty, &c.*) and upon Receipt thereof, or any Part thereof, sufficient Acquittance and Discharges for him and in his Name, from Time to Time to make and give: And the said A. doth hereby ratify, &c.

Letter of Attorney to impower one to subscribe for circulating Exchequer-Bills, and Covenant to indemnify him therefrom.

KNOW, &c. That I A. &c. have made and ordained, and do hereby make and ordain B. &c. my lawful Attorney, for me and in my Stead, and in my Behalf, to subscribe the Contract made with the Honourable the Lords Commissioners of her Majesty's Treasury for circulating Exchequer-Bills for Payment of the Sum of — l. And I do hereby for me, my Executors and Administrators, covenant and agree with the said B. his Executors and Administrators, to pay the said Sum of — l. so by him to be subscribed as aforesaid, at such Times, and in such Manner as the same shall be required or demanded, according to the said Contract, and to save harmless and indemnified the said B. his Heirs, Executors and Administrators, and his and their Goods and Estate therefrom, and from all Actions, Suits, Costs, Charges, Troubles and Damages by Reason thereof. *In Witness, &c.*

To receive Money of the Paymaster of her Majesty's Forces, by an Order from the Queen.

KNOW, &c. That I A. &c. have made and ordained, and by, &c. B. &c. to be my true, certain and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to ask, demand and receive of and from the Paymaster General of her Majesty's Forces, and all others whom it doth, shall or may concern, all such Sum and Sums of Money as are now due, and which shall from Time to Time become and grow due

due and payable unto me, upon and by Virtue of her Majesty's Order in that Behalf, dated, &c. directed to the then Paymaster General of her Majesty's Forces; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And I do hereby give and grant unto the said *B.* my full Power and Authority, in and touching the Premises, to do and perform all Matters and Things therein, as fully as I my self might or could do personally: And I do hereby ratify and confirm all and whatsoever the said *B.* or his Substitutes, &c.

To receive Dividends of Bank-Stock.

KNOW, &c. That I *A.* &c. [*As above*] *B.* &c. to be my true and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand and receive of and from the Governour and Company of the *Bank of England* all Dividends, and Profits, and Sums of Money, which now are and hereafter shall become and grow due and payable to me, for and in respect of my Stock in the said Bank; and upon Receipt thereof, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give, as fully as if I my self were personally present: And I do hereby ratify, &c. whatsoever my said Attorney shall so do, in and touching the Premises, as aforesaid. *In,* &c.

To accept and pay for, and sell Bank-Stock.

KNOW, &c. That I *A.* &c. have made and ordained, and, &c. do make, ordain, constitute and appoint *B.* &c. to be my true and lawful Attorney for me, and in my Name, and on my Behalf, to accept of all such capital Stock in the *Bank of England*, which I have already bought, or contracted to buy, or shall hereafter buy, or contract to buy of any Person or Persons whatsoever, upon the Transferring thereof, according to the usual Manner of transferring the said Stock; and to pay such Sum or Sums of Money or Consideration for the Purchase of all such capital Stock upon the transferring thereof from Time to Time, as I shall in that Behalf order: Likewise for me, and in my Name, and on my Behalf, and to and for my proper Use to sell and transfer all or any such Stock which I now have, or shall buy or purchase in the said *Bank of England*, to such Person or Persons, and in such Manner as I shall from Time to Time direct and appoint by Writing under my Hand; and also for my Use to receive the Monies or Considerations which shall become due or payable, for or upon the Sale of all or any such Stock which he shall so sell and transfer for or on my Account, as aforesaid, and to give sufficient Discharges for the same: And I do hereby give and grant, &c.

To transfer Bank-Stock, and Covenant to confirm such Transfer.

KNOW, &c. That I *A.* &c. have made and ordained, &c. *B.* &c. my lawful Attorney, for me and in my Stead, and on my Behalf, to transfer — *1.* Capital Stock in the *Bank of England*, in my Name, which is in the

the Transfer-Book of the said Bank, unto such Person or Persons as he shall think fit for [the best Price he can get for the same]; or thus, for the current Price the said Stock shall sell at, at the Time of the said Transfer; and upon Receipt of the Money or Consideration for the said Stock, to give a Receipt for the same: And I do hereby ratify and confirm all and whatsoever my said Attorney shall legally do, or procure to be done, in and touching the Premises: And I do hereby covenant and agree for my self, my Executors and Administrators, to and with the said B. his Executors and Assigns, That I will upon Request do any further reasonable Act for confirming the said Transfer, as shall be required.

To sell African Company Stock.

KNOW, &c. That I A. &c. [As above] B. &c. to be my true and lawful Attorney, &c. [As before] to sell and transfer to such Person or Persons as he shall think fit, all or any Part of — l. — s. Stock, belonging to me in the *Royal African Company of England*, according to the usual Method of transferring the said Stock; and likewise for my Use to receive the Money or Consideration for which the same, or any Part thereof, shall be so sold; and upon Receipt thereof to give a sufficient Discharge or Discharges for the same: And I do hereby ratify and confirm all and whatsoever my said Attorney shall legally do or procure to be done, in and touching the Premises. *In Witness, &c.*

To accept East-India Stock, which shall at any Time be transferred, and to receive Dividends, Interest and Profits of the said Stock, and to transfer it back, if Need be.

KNOW, &c. That I A. &c. have made and ordained, and by, &c. B. &c. to be my true, certain and lawful Attorney for me, and in my Name, and on my Behalf to accept of all such Stock in the united Company of Merchants trading to *East-India*, which from Time to Time shall be transferred to me, or for my Use, from all or any Person or Persons whatsoever; and likewise for me and on my Behalf, and to and for my proper Use, to demand and receive all such Sum and Sums of Money, Dividends and Profits, as shall from Time to Time become due and payable to me, for and in respect of such Stock or Interest, which I have or shall hereafter have in the said Company; and upon Receipt thereof, or any Part thereof, sufficient Acquittance and Discharges for me and in my Name from Time to Time to make and give: Likewise for me and on my Behalf from Time to Time to transfer such Stock in the said Company, which now belongs and is, or shall at any Time or Times hereafter be transferred to me by Purchase, or as Security for Money on Sale thereof, or Payment of the Money lent thereon to such Person or Persons, as Occasion shall require; and to do and perform all other Matters and Things in and to the Premises requisite and necessary, as fully as I my self might or could do, were I personally present: And I do hereby ratify and confirm all and whatsoever my said Attorney, or his Substitutes shall legally do, or procure to be done, in and touching the Premises: *In Witness, &c.*

To.

To receive Money due from the East-India Company, upon Account of Service as Commander of a Ship; and likewise to receive Debts from all other Persons, &c. and settle Accounts with them.

KNOW, &c. That I *A.* of, &c. Commander of the good Ship called the *B.* bound out on a Voyage to *India*, in the Service of the Honourable the United *East-India Company*, have made, ordained, constituted and appointed, and by, &c. *C.* &c. to be my true and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, &c. from the said Honourable Company, all such Sum and Sums of Money, which now are, or hereafter shall become and grow due and payable to me, for or on Account of the said Ship and her Voyage, or my Service therein, or otherwise in respect thereof; and also for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue, &c. by all lawful, &c. of and from all and every other Person and Persons whatsoever whom it doth, shall, &c. all and every such Debts, Dues, Sum and Sums of Money, Goods, Effects and Things whatsoever, which now are due, owing, payable or belonging, or which shall or may be and grow due, owing, payable or belonging unto me the said *A.* upon or by Virtue of any Bond, Bill, Book, &c. And if Need be, to call to Account, and force, &c. And upon Receipt, &c.

To receive Money of the East-India Company, as he was Supra-Cargo of one of their Ships to East-India.

KNOW, &c. That I *A.* &c. the lawful Attorney of *B.* &c. Supra-Cargo of the Ship *C.* have made and ordained, and by, &c. *D.* &c. for me and on my Behalf, and to and for my proper Use, to ask, demand, receive and take of the Honourable Company of Merchants of *England*, trading to the *East-Indies*, all such Sum and Sums of Money which now are, and which shall become due and payable for the Commission of the said *B.* as Supra-Cargo of the said Ship *C.* in her Voyage to the *East-Indies*, in the Year of our Lord 17—; and upon Receipt or Recovery of all or any such Sum or Sums of Money, or any Part thereof, sufficient Acquittance and Discharges from Time to Time to make and give: And I do hereby ratify, &c. the said *D.* shall legally do in, and, &c.

To receive monthly Pay of the East-India Company, as being Commander of one of their Ships and his Servants, and some of the Mariners; and likewise his Adventure on Board her.

KNOW, &c. That I *A.* &c. Commander of the good Ship *B.* now in the River of *Thames*, and forthwith bound out to the *East-Indies*, have made and ordained, and by, &c. *C.* &c. to be true, certain and lawful Attorney

Attorney for me and in my Name, and to and for my proper Use, to demand, levy, sue for, recover and receive, of and from all and every Person and Persons whatsoever whom it doth, &c. all and every such Sum and Sums of Money which shall grow and become due and payable unto me from the *East-India Company*, for my monthly Pay, and for the monthly Pay for all or any of my Servants *D. E. F.* and likewise of *G. H. I.* and *K.* Mariners on board the said Ship; and likewise for me and on my Behalf to demand and receive all or any Monies, Goods or Things; and to do, perform and transact all other Affairs, Matters and Things whatsoever, for, about and concerning my sixteenth Part of and in the said Ship, and in, about and concerning my Adventure on board the same, as fully as I my self might or could do, were I personally present; and upon Receipt or Recovery of the said Sum and Sums of Money, and Premises, to give sufficient Acquittances and Discharges for the same: *Giving, &c.*

From two Muscovite Mariners, to receive their Wages of the Treasurer of her Majesty's Navy, as being Volunteers on board two of her Majesty's Ships, and all other Ships, &c.

KNOW, &c. That we *A.* and *B.* &c. Subjects of the Emperor of *Muscovy*, have severally made and ordained, and by, &c. do, and either of us doth make, ordain, constitute and appoint *C.* &c. to be our true, certain and lawful Attorney for us and in our several Names, and to and for our several Uses, to demand and receive by all lawful Ways and Means whatsoever, of and from the Right Honourable the Treasurer of her Majesty's Navy, and all other Person and Persons whom it doth or shall concern, as well all such Sum and Sums of Money which are now due and payable to us and either of us, for Wages, Pay, *Prize-Money*, Short Allowance-Money, and otherwise, in respect of our Service as Volunteers on board her Majesty's Ship the *D.* as also all such other Sum and Sums of Money which shall at any Time hereafter grow and become due and payable to us respectively, for Wages, Pay, Short Allowance-Money, and otherwise in respect of our and either of our Service, as Volunteers on board her Majesty's Ship the *E.* and all or any other her Majesty's Ship or Ships, or any other Ship or Ships whatsoever, and upon any Ticket or Tickets, or otherwise; and upon Receipt or Recovery thereof, or any Part thereof; to give sufficient Discharges for the same: And we do, and either of us doth hereby give and grant unto our said Attorney full Power and Authority, in and touching the Premises, to do, act and perform all Matters and Things whatsoever, for the Recovery and receiving the said Monies due, and to grow due to us, and either of us, as aforesaid, as fully as we our selves, or either of us respectively might or could do, were we or either of us personally present: And we do, and either of us, doth ratify and confirm all and whatsoever our said Attorney or his Substitutes shall legally do, or procure to be done, in and touching the Premises. *In Witness, &c.*

To receive Wages for Service in any Ship or Ships (generally), and to receive of any Person upon Bill, Bond, Book, &c. and to bring to Account, and to adjust and settle Accounts, &c.

KNOW, &c. That I *A.* &c. bound out to Sea in her Majesty's Ship the *B.* have made and ordained, and by, &c. *C.* &c. to be my true, certain and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand and receive of and from the Right Honourable the Treasurer of her Majesty's Navy, and all others whom it may concern, all such Sum and Sums of Money which now are and shall grow due and payable to me for Wages or Pay for my Service on board any of her Majesty's Ships whatsoever; and also for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue for, recover and receive of and from all and every other Person and Persons whatsoever, whom it doth, &c. all and every such other Sum and Sums of Money, Debts, Dues, Goods, Effects or Things whatsoever, which are and shall be and grow due, owing, payable, or belonging unto me, upon or by Virtue of any Bond, Bill, or upon *Account of Trading or Dealing, or upon any other Account*, and by any other Ways or Means whatsoever, in any Manner of wife: *And if Need be, to call to Account and bring to a Reckoning, all or any Person or Persons concerned in the Premises; and generally to do, transact and perform all other my Affairs and Business, as fully as I my self might or could do, were I personally present. And upon Receipt, &c.*

From a Wife (impower'd by a Letter of Attorney by her Husband) to another Person, to receive her Husband's Wages of the Part-owners of a Merchant Ship.

KNOW, &c. That I *A.* now of, &c. the Wife and lawful Attorney of *B.* of, &c. now in Parts beyond the Sea, have made and ordained, and by these Presents, by Virtue of the Power and Authority to me in that Behalf granted by my said Husband *B.* do make, ordain, constitute and impower *C.* &c. my true and lawful Attorney, on the Behalf and for the Use of my said Husband *B.* to demand, sue for, recover and receive, of and from the Owners of the Ship *D. E.* Master, lately arrived from her Voyage to *F.* and all others whom it may concern, all such Sum and Sums of Money as are due and payable to my said Husband for the Wages of *G.* his Servant, on board the said Ship, during her said Voyage; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And I do hereby give and grant unto the said *C.* all my full Power and Authority, to do and perform all Matters and Things in and about the recovering and receiving the said Monies, as fully as I my self might or could do personally, by Virtue of the Power and Authority to me granted by my said Husband, as aforesaid: And I do hereby ratify and confirm all and whatsoever the said *C.* shall legally do, or procure to be done, in and touching the Premises. *In Witness, &c.*

To receive Wages from the Post-Office, as he being Master of one of the Packet-Boats.

KNOW, &c. [*As that on the foregoing Side, till*] of and from the Treasurer of the General Post-Office in *London*, or from *D.* Manager of the Packet-Boats at *D.* and all others whom it doth or may concern, all such Sum and Sums of Money as are due, owing, payable or belonging unto me, and which shall be ordered to be paid and allowed to me by the Commissioners for executing the Office of Postmaster General, for Wages and other Allowance whatsoever, for my Service as Commander on board the *E.* Packet-Boat, and to the Seamen of the said Vessel, on Account of her last Voyage to *F.* or otherwise howsoever; and upon Receipt thereof, &c. And I do hereby give and grant unto *C.* all my full Power and Authority, in and touching the Premises, to do, act and perform all Matters and Things relating thereto, as fully as I my self, &c. And I do hereby ratify, &c. or his Substitutes, &c.

To receive a monthly Salary to grow due on Articles, and likewise to receive Debts.

KNOW, &c. That I *A.* &c. [*As usual*] as well to demand, sue for, recover and receive by all lawful, &c. of and from *D.* of, &c. and all others whom it doth, &c. all such Sum and Sums of Money which shall from Time to Time grow and become due and payable to me in *England*, for or on Account of my Salary or Wages upon or by Virtue of certain Articles of Agreement, bearing Date, &c. made, or mentioned to be made between me the said *A.* of the one Part, and the said *D.* of the other Part; and likewise to demand, levy, sue for, &c. [*As before.*]

To receive the Freight of a Ship of the Merchants for the Use of himself, and the rest of the Owners.

KNOW, &c. That I *A.* &c. Master of the good Ship or Vessel, called the *B.* Burthen about, &c. now, &c. and lately arrived from *C.* have made and ordained, and by, &c. do make, ordain, and in my Place and Stead put and constitute *D.* &c. Part-owner of the said Ship, to be my true and lawful Attorney in my Name, or otherwise; *but for the Use of himself and the rest of the Part-owners of the said Ship*, to demand, levy, &c. by all lawful, &c. of and from *E.* and *F.* of *London*, Merchants, their Executors and Administrators, and either, and every of them, and all others whom it doth or shall concern, all such Sum and Sums of Money which are due, owing and payable, by and from them, or either of them, for Freight or otherwise, for or in respect of any Goods or Merchandizes imported in the said Ship, in her said late Voyage from *C.* by Virtue of a Charter-Party

dated, &c. or otherwise howsoever; and upon Receipt or Recovery of all or any such Sum or Sums of Money, or any Part thereof, to give sufficient Discharges for the same: *Giving, &c.*

To receive Dividends of Freight of two several Ships, as she being Part-owner thereof.

KNOW, &c. That I *A. &c.* have made and ordained, and by, &c. *B. &c.* to be my true, certain and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, to demand, levy, sue, &c. of and from all or any Person or Persons whom it doth or may concern, all such Sum and Sums of Money which now are and shall grow due to me as my Dividend, for and in respect of my Parts, of and in the Ships *C.* and *D.* for Freight or otherwise; and upon Receipt thereof, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give: And I do hereby ratify and confirm all and whatsoever my said Attorney shall legally do, or procure to be done, in and touching the Premises: *In Witness, &c.*

From all Part-owners of a Ship to a Person, to receive Freight and the Money, upon Sale of the Ship and Cargo.

KNOW, &c. That we whose Hands and Seals are here-unto set, late Part-owners of the Ship called the *A.* whereof *B.* deceased was Commander, have made, ordained, constituted, authorized and impowered, and by, &c. *C. &c.* to be our true and lawful Attorney for us and in our Names, and to and for our Uses, according to our several Parts in the said Ship, to demand, sue for, recover and receive, of and from all Person and Persons whatsoever whom it doth or shall concern, all such Sum and Sums of Money as now are, and which shall become and grow due and payable to us, or any of us, for and on Account of a Cargo of Goods lately sent by us in the above-mentioned Ship, in her late Voyage to *G.* and the *West-Indies*, and for the Returns, Effects and Produce of the said Cargo; and likewise for and on Account of the Freight of the said Ship, or otherwise howsoever, for her said late Voyage; and also for us and in our Names, and to and for our Uses, according to our several Parts in the said Ship, as aforesaid, to demand, sue for, recover and receive, of and from all Persons whatsoever whom it doth or shall concern, all such Sum and Sums of Money as are remaining, due, owing and payable to us or any of us, for and on Account of the Sale of our, or either, or any of our Parts or Shares in the said Ship and Appurtenances, which is now sold to *H. &c.* Also for us and on our Behalves to reckon with, and to force and bring to a Reckoning all or any Person or Persons concerned in the Premises, to render and give an Account of the Charge of the said Ship's Outlet to Sea on her said late Voyage; and to produce and deliver all the Accounts, Books and Papers relating to the Premises; and for us and in our Names to transact, do and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as we our selves might or could do personally, &c. [*As usual.*]

To settle Accounts with the Part-owners of a Ship, and to receive his Proportion of the Freight.

KNOW, &c. That I A. &c. Owner of — Part of the good Ship or Vessel called the B. Burthen about — Tuns, now at, &c. have made and ordained, and by, &c. do make, ordain, and in my Place and Stead constitute and appoint C. &c. to be my true and lawful Attorney, for me, and in my Name, and on my Behalf, to settle and adjust with the other Part-owners of the said Ship, and all others whom it may concern, all and any Account and Accounts whatsoever, relating to or concerning the said Ship's Voyage above-mentioned; also for me and in my Name, and to my proper Use to demand and receive of and from all Person and Persons whom it may concern, all such Sum and Sums of Money, which are and shall be and grow due and payable to me, in respect of my said Part of the said Ship, for Freight or otherwise on Account of the said Voyage; and upon Receipt, &c. Giving, &c.

To receive Money due for Transport-Service, and upon a Debenture made out for — Months Freight Advance.

KNOW, &c. That I A. &c. Master of the good Ship or Vessel called the B. Burthen, &c. now hired into her Majesty's Transport-Service, have made and ordained, and by, &c. do, &c. C. and D. &c. Part-owners of the said Ship, jointly, and either of them severally, to be my true and lawful Attornies and Attorney, for me and in my Name, and for the Use of themselves and the rest of the Part-owners of the said Ship, to ask, demand, recover and receive of and from all Person and Persons whom it doth or shall concern, the Sum of — £. and Interest thereof, due and payable by Virtue of one Bill or Debenture, signed by the Commissioners for the Transport-Service, dated at the Transport-Office, &c. N^o (—) for Imprest for the said Ship for — Months Freight Advance, commencing the, &c. And also all such other Debts, Dues, Sum and Sums of Money, which are and shall grow and become due and payable, as well upon and by Virtue of the Charter-party between the Commissioners for Transport-Service, on Behalf of her Majesty and me the said A. as otherwise, for and on Account of the said Ship, by any Ways or Means whatsoever, or howsoever; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And I do hereby give and grant unto the said C. and D. jointly, and either of them severally, my full Power and Authority, in and touching the Premises, to sue, pursue, arrest, attach, implead, imprison, condemn and prosecute, and thence and thereof again to acquit and discharge, and Attorney or Attornies under them, or either of them, to set and substitute, and again to revoke, and to do, act and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as I my self might, &c. And I do hereby ratify and confirm all and whatsoever my said Attornies jointly, or either of them severally, or their, or either of their Substitutes shall legally do, or procure to be done, in and touching the Premises. In Witness, &c.

And upon Receipt, &c.
And I do hereby give and grant, &c.
To sue, &c.

From

From a Master and Part-owners of a Ship to a Person, to receive Money due for Transport-Service, and to take out Debentures, and to sell them, if Need be, for Payment of Wages, or otherwise; (and there may be a Covenant to confirm such Sale).

KNOW, &c. That *A.* of, &c. Master of the good Ship or Vessel, called the *B.* Burthen, &c. now, &c. and bound out on a Voyage in her Majesty's Transport-Service, *C.* &c. and *D.* &c. Part-owners of the said Ship, have made and ordained, and by, &c. do, and each of them doth make, ordain, and in their Places and Steads put and constitute *E.* of, &c. to be their, and every of their, true and lawful Attorney for them, and in their, or any of their Name or Names, but to and for the Use of the said *C.* and *D.* Part-owners of the said Ship, to ask, demand, levy, &c. of and from the Right Honourable the Treasurer of her Majesty's Navy, and all others whom it shall or may concern, all such Sum and Sums of Money which are and shall from Time to Time become and grow due and payable to the said *A.* as Master of the said Ship, for and on the Account of Imprest or Advance-Money, or for the Freight, Hire or Service, or otherwise, in respect of the said Ship, by Virtue of the Charter-Party thereof, or otherwise in respect of the said Ship and her said Service, in any Manner of wise; and to take out and receive all such Bills or Debentures as shall from Time to Time be made out and given, for or on Account of the said Ship and her Service aforesaid; and if Occasion be for raising Money for paying Wages or other Charges on the said Ship's Account, then, with the Order and Consent of the said *C.* and *D.* or of the said *D.* in Case the said *C.* shall be then at Sea, to sell and dispose of all or any such Bills or Debentures, to the best Advantage that he can; and to execute a sufficient Assignment thereof, with Power therein for receiving the same, as shall be requisite in that Behalf, paying to them the said Part-owners their half Parts of the Residue of the Money arising, and which shall be received, by or upon such Bills or Debentures; and upon Receipt or Recovery of all or any such Sum or Sums of Money or Debentures, sufficient Acquittances and Discharges for them and in their or any of their Names to make and give: And they do hereby give and grant unto the said *E.* their full Power and Authority, in and touching the Premises, to do and perform all Matters and Things, in and to the Premises requisite and necessary, as fully as they themselves might or could do personally: And they do hereby ratify and confirm all and whatsoever the said Attorney or his Substitutes shall legally do, or procure to be done, in and touching the Premises: *In Witness, &c.*

To take out Debentures (for a Person for his Salary) as being one of the Lieutenants of the Foot-Guards.

KNOW, &c. That I *A.* &c. have made and ordained, and do hereby make, ordain, and in my Place and Stead put and constitute *B.* &c. to be my true and lawful Attorney, for me and in my Name, and on my Behalf,

half, to take out and receive all, every and any Debenture or Debentures, for every and any such Sum and Sums of Money, which now are, and which shall become and grow due, owing, payable or belonging to me for my Service (as Lieutenant Colonel of her Majesty's first Regiment of Foot-Guards) and for me and in my Name, and for my Use, to ask, demand and receive, of and from the Paymaster General of her Majesty's Forces, and all others whom it shall or may concern, all, every, and any such Sum or Sums of Money which now are or shall be and become due and payable, upon or by Virtue of the said Debenture or Debentures, or otherwise, or any of them, or otherwise for my said Service, as aforesaid; and upon Receipt thereof, or any Part thereof, sufficient Acquittance and Discharges, for me and in my Name from Time to Time to make and give: And I do hereby give and grant unto the said B. all my full Power and Authority, in and touching the Premises, as fully as I my self might or could do personally: And I do hereby ratify and confirm, &c. [*As before.*]

To receive Money upon a Debenture, taken out for a Ship in the Transport-Service.

KNOW, &c. [*As before*] for me and in my Name, and to and for the proper Use of me the said A. and the rest of the Owners of the Ship C. whereof I the said A. was formerly Master, to demand and receive of and from (*the Lords of her Majesty's Treasury*) or any other Person or Persons whom it doth or shall concern, the Sum of — l. due for the Service of the said Ship C. for the *transporting Forces, Ammunition and Provisions for reducing the Kingdom of Ireland*, as appears by a Debenture or Certificate under the Hands of his Majesty's Commissioners for Transportation, dated at the Transport-Office the, &c. N^o (—) and all Interest due and to grow due for the said Sum of — l. And upon Receipt of the said Sum of — l. or any Part thereof, or the Interest due, or to grow due for the same, sufficient Acquittance, &c. And I do hereby ratify, &c.

To receive Money on Debentures due for Transport-Service, and to take out and to sell the Debentures and Covenant to confirm such Sale.

KNOW, &c. That I A. &c. Commander of the good Ship or Vessel called the B. Burthen, &c. (*late*) now hired into her Majesty's Transport-Service, have made and ordained, and by, &c. C. &c. to be my true and lawful Attorney, for me and in my Name, and for the Use of himself and the rest of the Part-owners of the said Ship, to ask, demand, recover and receive of and from the Right Honourable the Treasurer of her Majesty's Navy, and all others whom it doth or may concern, all such Sum and Sums of Money which are and shall become and grow due and payable to me, as Commander of the said Ship, for and on Account of the Freight or Hire of the said Ship in her Majesty's Transport-Service, as aforesaid, in any Manner of wise; and to demand and receive all such Debentures as shall from Time to Time be made out for the same; and if Need be, to sell and dispose of all or any such Debentures to the best Advantage, and to seal and execute such sufficient Sales

To settle
Accounts
concern-
ing the
Ship and
her Ser-
vice.

Covenant
to con-
firm the
Sale.

Sales and Assignments thereof, with Power to receive the same, as shall from Time to Time be requisite and necessary; and to receive the Monies arising by any such Sale or Sales, for the Use of the Part-owners of the said Ship; and upon Receipt or Recovery of all or any such Sum or Sums of Money or Debentures, sufficient Acquittance and Discharges for me and in my Name from Time to Time to make and give: And I do hereby give and grant unto the said *C.* all my full Power and Authority, in and touching the Premises, to settle and adjust all Accounts concerning the said Ship and her Service aforesaid; and to do and perform all other Matters and Things, in and to the Premises requisite and necessary, as fully as I, &c. And I do hereby ratify, &c. or his Substitutes, &c. And I the said *A.* do hereby for my self, my Executors and Administrators, covenant, &c. that I, my Executors and Administrators, will upon Request do any further Act for confirming the Sale of the said Bills or Debentures, or any of them, as shall be reasonably required. *In Witness, &c.*

To sell Transport-Debentures, and promise to confirm such Sale.

KNOW, &c. [*As above, till*] for me and on my Behalf, and to and for my proper Use and Behoof, to sell and dispose of *four* several Debentures signed by the Commissioners of her Majesty's Transport-Service, *all of them* dated at the Transport-Office the, &c. *viz.* One of them N^o (—) for impresting unto the said *A.* the Sum of — *l.* in Part of a further Sum due for the said Ship's Service, in transporting her Majesty's Forces, being the —th Payment; another N^o (—) &c. [*And so on*]; and to seal and execute such Writing or Writings for the Sale or Assignment of the said Debentures, *all*, either, or any of them, and the Money due and to grow due thereon, with full Power and Authority for receiving the Monies due upon all or any of the said Debentures, which she shall so sell and dispose of as aforesaid, as shall be requisite and sufficient in that Behalf; and to receive the Monies arising by such Sale of the said Debentures, or any of them, for my Use; and upon Receipt thereof to give sufficient Discharges for the same: And I do hereby give and grant unto my said Attorney full Power and Authority, in and touching the Premises requisite and necessary, &c. [*As above*]: And I do hereby ratify and confirm, and do promise and agree to ratify and confirm all or any such Deeds or Writings which my said Attorney shall seal and execute for the Sale or Assignment of the said Debentures, or any of them, and all other Acts and Things which my said Attorney or her Substitutes shall legally do, or procure, &c. *In Witness, &c.*

From all Part-owners, to receive, take out and sell Transport-Debentures, and to settle Accounts relating to the Ship, and covenant to confirm the Sale of the said Debentures, and to indemnify them therefrom.

WE whose Hands and Seals are here-unto set, Part-owners of the good Ship or Vessel, called the *A.* Burthen, &c. now, or late in her Majesty's Transport-Service, whereof *A.* is Master, have made and ordained, and

and by, &c. do, and each of us doth severally and respectively make, ordain, and in our Places and Steads put and constitute *B.* and *C.* &c. also Part-owners of the said Ship, jointly, and either of them severally, to be our true and lawful Attorney and Attornies, for and on the Behalf of all the Part-owners of the said Ship, to sell and dispose of one Bill or Debenture, &c. at the best Price that they or either of them can get for the same; and for us and on our Behalves to take out and receive all or any such other Bills or Debentures, which shall from Time to Time be made out and signed by the said Commissioners, all or any such Sum or Sums which are or shall be due, for or on Account of the said Ship and her Service aforesaid; and likewise to sell and dispose of such Bill or Bills, or Debentures, which shall be made and taken out, as aforesaid; and for us and on our Behalves to seal and execute such Assignments of the said Bills, or any of them as shall be necessary in that Behalf; and to take and receive all such Sum and Sums of Money as shall be made and raised by Sale of the said Bills, every or any of them: And we do hereby severally give and grant unto the said *B.* and *C.* jointly, and either of them severally, all our full Power and Authority, in and touching the Premises, to settle and adjust all Accounts concerning the said Ship's Service, and to do and perform all Matters and Things to the Premises requisite and necessary, as fully as we our selves might or could do personally: And we do hereby ratify and confirm all and whatsoever our said Attornies jointly, or either of them severally, shall legally do or procure, &c. And each of us, by and for himself, his Executors and Administrators, severally and respectively, but not jointly, nor, &c. doth covenant, promise and agree, to and with the said *B.* and *C.* their Executors, Administrators and Assigns, jointly and severally, that each of us, our Executors and Administrators, will upon Request do any further Act for confirming the Sale of the said Bills or Debentures, or any of them, as shall be reasonably required; and that each of us, our Executors, Administrators and Assigns, for and according to our several Parts in the said Ship, shall and will at all Times hereafter save and keep harmless and indemnified the said *B.* and *C.* their Executors and Administrators, and either, and every of them, from all Actions, Suits, Costs, Charges and Damages, which shall or may be commenced, prosecuted, recovered or awarded against them, either, or any of them; or which they, either, or any of them may sustain or be put unto, for or concerning selling and disposing of the said Bills or Debentures, or any of them, or any Ways relating thereunto. *In Witness, &c.*

To sell a Part of a Ship.

KNOW, &c. That I *A.* &c. [*As usual*] and on my Behalf, to grant, sell and dispose of — Part of and in all that good Ship or Vessel, formerly called, &c. and now, &c. Burthen about, &c. whereof *L.* late was Master, and of all her Masts, Sails, &c. Ropes and other the Appurtenances to the said Ship, belonging to *C.* of, &c. at and for the Sum or Price of — *l.* Sterling; and for me and on my Behalf to seal and execute a sufficient Bill of Sale thereof to the said *C.* And upon Receipt of the said Sum of — *l.* to give a sufficient Receipt or Discharge for the same: *Giving, &c.* [*Add a Covenant to confirm the Sale to the said C.*

To receive Money on Account of taking Prizes.

KNOW all, &c. That I *A.* Captain of his Majesty's Ship the *U.* have made, &c. [*As common*] to demand, levy, sue for, recover and receive, of and from the Commissioners of her Majesty's Prize-Office, and all or any others whom it doth or shall concern, all such Sum and Sums of Money, Dues, Right, Share, Benefit and Demands whatsoever, to me due, payable, accruing or belonging, upon Account of the Ships following; *viz.* &c. [*Here name the several Ships and Masters*]; or by what other Names the said Ships or Masters of them may be called; which Ships were taken, and sent in, and condemned as Prizes; and upon Receipt or Recovery of the Premises, or any Part thereof, sufficient Acquittance and Discharges for me and in my Name from Time to Time to make and give: *Giving, &c.*

To receive Proportion of Prize-Money, which were taken by Merchant-Ships.

KNOW, &c. That I *A.* Commander of the Ship *B.* now at, &c. for my self, and for and on the Behalf of the Part-owners of the said Ship, have made and ordained, and by, &c. *C. &c.* to be my true and lawful Attorney, for me and in my Name, and likewise for and on the Behalf of the Part-owners of the said Ship *B.* to demand, levy, sue for, recover and receive, of and from *D.* Commander of the Ship *L.* and all others whom it doth or may concern, all Sum and Sums of Money which are and shall become due, payable, and belonging unto me the said *A.* as Commander of the said Ship *B.* and the Part-owners thereof, for the Proportion, Part and Share due to my self and them, of — Dollers, for which a Ship or Prize taken in or about the Month of — by the said Ship *B.* the *L.* and a Ship called the *M. N.* Commander, was ransom'd, and for which Sum the said *D.* had a Bill or Bills of Exchange, which are paid; and to adjust and settle all Accounts, Matters and Things relating to the Premises; and upon Receipt, &c.

Power to sell the Materials and Cargo of a Ship that stranded on the Coast of Jutland.

KNOW, &c. That I *A. &c.* sole Owner of the Ship called the *B.* Burthen, &c. whereof *C.* of, &c. late was Master, which was stranded near *D.* on the Coast of *Jutland*, in her late Voyage from *E.* have made, &c. And, &c. do, &c. the said *C.* to be my true and lawful Attorney for me, and in my Name, and on my Behalf, and to and for my proper Use, to sell and dispose as well of the Tackle and other Materials belonging to the said Ship, as of such Part of the Cargo on board her, which was saved upon her being stranded, as aforesaid, at and for the best Price that he can get for the same; and thereupon, if Need be, to seal and execute a Bill or Bills of

of Sale, Assignment or other Deeds and Writings, for perfecting and confirming the Sale thereof, as the Law of that Country shall require, or that shall in that Behalf be requisite and necessary; and upon Receipt of the Money which the said Premises, or any Part thereof sold for, to give sufficient Discharges for the same; and to do all other Matters and Things in and about the Premises, as fully, &c. And I do hereby ratify, &c.

To receive Money due upon a Policy of Insurance of a Ship.

KNOW, &c. That I A. &c. [*As usual*] of and from all and every Person and Persons whatsoever whom it doth, &c. all and every such Sum and Sums of Money subscribed and mentioned in, and due, owing or payable upon or by Virtue of a certain Writing or Policy of Insurance, dated on or about the, &c. upon the Ship L. M. Master; and if Need be, to compound or agree for any of the said Money subscribed, and due as aforesaid; and upon Receipt or Recovery of the said several Sum or Sums of Money, sufficient Acquittance and Discharges, &c. [*As a common Letter of Attorney, to the End.*]

From a Master of a Ship to his Owners, to receive Freight, and to settle Differences with the Merchants upon Account of the Ship's being taken and retaken, and her being driven by Strefs of Weather into Holland.

TO all, &c. A. &c. Master of the Ship B. Burthen, &c. sends Greeting. *Whereas* the said Ship was in her homewards Voyage from C. to D. in the Year, &c. taken by the *French*, together with the Cargo or Lading on board the said Ship belonging to E. F. G. H. and I. of London, Merchants, and was afterwards retaken by her Majesty's Ship the L. and after that was by Strefs of Weather driven into *Holland*, and is since arrived in the River of *Thames*. *Now know ye*, That the said A. hath made and ordained, and by, &c. doth, &c. K. L. and M. &c. Part-owners of the said Ship, jointly, or either or any of them severally, to be his true, certain and lawful Attorney and Attornies, in his Name, but for the Use of themselves and the rest of the Part-owners of the said Ship, to demand, levy, sue for, recover and receive, of and from the said E. F. G. H. and I. and either and every of them, their, and either, and every of their Executors and Administrators respectively, and all other Person and Persons whatsoever, whom it doth or may concern, all and every such Sum and Sums of Money which are due, owing and payable, for or upon Account of the Freight or Hire of the said Ship, for her said late Voyage, or otherwise in respect thereof, or relating thereunto in any wise; and if need be, to settle and adjust all Accounts, Differences and Demands by Reference or Arbitration; or otherwise with the said E. F. &c. their Executors and Administrators, and every, or any of them, for and concerning the said Ship and her Lading, and the Freight thereof, and for or concerning all or any Damages, Plunderidge or

Loss of Goods, Imbezilments and Charges which have come unto, arisen, happened or been made, paid or sustained for, by Reason or in respect of the Capture and Retaking the said Ship, or her being driven into *Holland*, and until her Arrival in the River of *Thames*, in such Manner as they my said Attornies jointly, or any of them severally shall think fit; and upon Receipt, &c.

Order endorsed on Charter-Party, to deduct Money lent on Bottomry out of the Freight.

WHEREAS in and by one Obligation under the Hand and Seal of the within-named *A.* bearing Date with these Presents, the said *A.* stands bound unto the within-named *B.* in the Sum or Penalty of—*l.* with Condition, reciting amongst other Things, that the said *B.* had lent unto the said *A.* the Sum of—*l.* of lawful, &c. and was contented to stand to the Adventure thereof on the Body of the Ship within-mentioned, during the Voyage within-expressed, so as the same do not exceed—*Kalendar Months*, from the Date thereof to be accounted, that if the said *A.* his Heirs, Executors and Administrators should pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the Sum of—*l.* of lawful, &c. within—*Days* next, after the Return and Arrival of the said Ship from her said Voyage into the River of *Thames*, or next after the Expiration of the said—*Kalendar Months*, to be accounted as aforesaid; then the said Obligation to be void [*or to that Effect*], as by the said recited Obligation and Condition, Relation, &c. Now the said *A.* doth hereby for himself, his, &c. covenant, &c. That for the better Security and more sure Payment of the said Sum of—*l.* if the same happen to become due and payable, by and upon the said Obligation and Condition, he the said *B.* his Executors, Administrators and Assigns, shall and may, and the said *A.* doth hereby order and empower him and them, to deduct, retain and keep in his and their Hands, and to his and their own Use and Uses, the said—*l.* from and out of the Freight or Money which shall grow and become due and payable, by and from the said *B.* his Executors or Administrators, upon and by Virtue of the Charter-Party within-written, or any Covenant therein, or otherwise, for and on Account of the half Part of the said Ship's Tunnage thereby letten to him, the within-written Charter-Party, or any Covenant or Clause therein contained to the contrary notwithstanding. *In Witness, &c.*

Letter of Attorney to empower a Person to let a Ship, and seal a Charter-Party.

KNOW, &c. That I *A.* &c. Part-owner of the good Ship or Vessel called the *L.* Burthen, &c. now, &c. whereof *M.* is Master, have made, &c. and by, &c. do make, ordain, constitute, authorize and empower *B.* of, &c. to be my true and lawful Attorney for me and in my Name, and on my Behalf, to let the said Ship to Freight to such Merchants as shall hire the same for a Voyage to *Ar. in Russia*, this present Season, and back to *London*, to take in, &c. (such Goods, and at such Rates, and as in a Charter-Party); and for me and on my Behalf, or for and on the Behalf of the

the said *M.* Master of the said Ship, to seal and execute such Charter-Party of Affreightment, and other Writings for letting the said Ship to Freight for the said Voyage, as shall be requisite in that Behalf: And I the said *A.* do hereby ratify and confirm, as well such the Execution of the said Charter-Party, and other Writing, as aforesaid, as all other Matters and Things whatsoever, which the said *B.* shall legally do, in and touching the Premises. *In Witness, &c.*

Revocation of a Letter of Attorney.

TO all, *&c. A. &c.* sendeth Greeting. *Whereas* the said *A.* did in or about the Month of *Jan.* last past by a certain Writing or Letter of Attorney, authorize and impower *B. of, &c.* to demand, sue for, recover and receive, as well of and from *C. of, &c.* and *D. &c.* as of and from all other Persons whatsoever, all Debts, Dues, Sums of Money, Goods, Effects and Things, due, owing, payable or belonging to him the said *A.* [*or to that Effect*] as thereby, Relation, *&c.* *Now know ye*, that the said *A.* for divers good Causes and Considerations, him thereunto moving, hath revoked, recalled and countermanded, and by these Presents doth revoke, recall, countermand, and to all Intents and Purposes make null, void and of none Effect the said recited Writing or Letter of Attorney, and all Powers and Authorities therein and thereby made, granted and given, and all other Things therein contained, and all Acts, Matters and Things which might or may be acted, done and performed by Virtue or Means thereof. *In Witness, &c.*

Revocation of a Letter of Attorney, and a Letter of Attorney comprised therein to a Person, to receive Money due for Freight for carrying Palatines beyond Sea.

WHEREAS *A. &c.* Master of the good Ship or Vessel called the *L. of the Burthen, &c.* by Writing or Letter of Attorney under his Hand and Seal, dated on or about, *&c.* hath authorized and impowered *B. &c.* Part-owner of the said Ship, to recover and receive all such Monies which then should grow due for Freight and Demorage, on Account of the Transportation of *Palatines* in the said Ship to *N.* by Virtue of a Writing or Charter-Party, dated, *&c.* made between the said *A.* of the one Part, and *C. of, &c.* for and on the Behalf of the Right Honourable the Lords, and others her Majesty's Commissioners, for disposing and settling the poor *Palatines*, of the other Part, *or to that or the like Effect*, as thereby may appear: *Now know ye*, that to the Intent *D. &c.* Owner of — Part of the said Ship may be the better repaid and reimbursed, all such Money which he shall or may pay and disburse, for or on Account of the said Ship and her present intended Voyage and Employment, by and out of the Money which shall grow and become due by Virtue of the said recited Charter-Party; and may likewise receive the Residue of the Money so to grow due for the Use of himself, and the rest of the Part-owners of the said Ship, and for other Considerations him the said *A.* there-unto moving, the said *A.* by and with the Consent, Allowance and Approbation of the said *B.* testified by his
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setting his Hand as a Witness to the Execution of these Presents, doth hereby revoke, recall, countermand and make void the said recited Writing or Letter of Attorney so made and granted to the said *B.* and all Powers and Authorities therein and thereby made and given, as to all or any Receipts, Acts or Things which the said *B.* shall or may, or otherwise might do, or claim, or pretend to act or do by Virtue thereof, at any Time, from and after the Date of these Presents: *And likewise know ye*, that the said *A.* doth hereby make, ordain, constitute and appoint the said *D.* to be his true and lawful Attorney in his Name, but to and for the Intents and Purposes, as aforesaid, to demand, levy, &c. by all lawful, &c. of and from the aforesaid *C.* and the Commissioners for disposing and settling the said *Palatines*, and all other Person and Persons whom it doth, shall or may concern, all such Sum and Sums which now are, or at any Time hereafter shall become and grow due and payable for Freight, Demorage or otherwise, on Account of the Transportation of the said *Palatines*, and of the said Ship and her said intended Voyage, by Virtue of the before-mentioned Writing or Charter-Party, or otherwise; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And the said *A.* doth hereby give and grant unto the said *D.* all his full Power and Authority, to do and perform all Matters and Things for the Recovery and receiving the said Monies due and to grow due as aforesaid, as fully as he the said *A.* might or could do personally: And doth hereby ratify, &c.

From Executors, to account with Persons in Jamaica, and to receive Debts, &c. late due to the Deceased, and to receive Rent, &c. and to distrain, &c. and consign Effects, &c. to Persons in London; to take Possession of Plantations, &c. and to let the same by Lease, &c. and to agree for Sale thereof, or any Negro's, &c. and to execute Conveyances, &c. and upon his Departure from the said Island to empower others to do the like, and Covenant to confirm such Sale, &c.

K NOW all, &c. That we *A.* of, &c. and *B.* of, &c. surviving Executors of the last Will and Testament of *C.* late of, &c. deceased, have, and either of us hath made and ordained, and by these Presents do, and either of us doth make, ordain, and in our Places and Steads put and constitute *D.* of, &c. now bound out to the Island of *Jamaica*, to be our, and either of our true and lawful Attorney, for us, in our Names, and on our Behalfs, and to and for our proper Uses, as Executors aforesaid, to call to Account, and bring to a Reckoning, and to adjust and settle Accounts with all and every Person and Persons in the said Island of *Jamaica* aforesaid, who is, or are, or shall be indebted to the Estate of the said *C.* deceased, upon any Account, and by any Ways or Means whatsoever or howsoever, and also to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every such Person or Persons aforesaid, and all, every and any other Person and Persons whom it doth, shall or may concern, all and every such Debts, Dues, Sum and Sums of Money; and likewise all and singular such Goods, Commodities, Merchandizes and Effects,

Effects, which now are, and which shall become and grow due, owing, payable and belonging to the Estate of the said *C.* deceased, upon or by Virtue of any Mortgages or Securities, made to the said *C.* deceased, or to, or in Trust for us, or either of us, as Executors aforesaid; or upon any Bond, Bill, Book; or upon Account of Trading or Dealing; or upon any other Account, and by any other Ways or Means whatsoever or howsoever, in any Manner of wise; and likewise to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whom it doth, or shall, or may concern, all such Sum and Sums of Money which now are, and which shall become and grow due and payable for Rent and Arrears of Rent, for and in respect of all, every and any Messuages, Lands and Plantations, of and belonging to the Estate of the said *C.* deceased, in the Island of *Jamaica*; and if Need be, to distrain for the same, and to sell and dispose of such Distress, according as the Law in that Behalf directs; and upon Receipt or Recovery of all or any the said Debts, Dues, Sum and Sums of Money, Rent and Arrears of Rent, Goods and Effects, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same, for us and in our Names from Time to Time to make and give; and to return and consign all and every the said Debts, Sums of Money, Goods and Effects, which shall be from Time to Time recovered and received, by Virtue of these Presents to us the said *A.* and *B.* or one of us at *London*; and generally, to do, negotiate, transact, perform and accomplish all other Acts, Matters and Things, for us and either of us, and on our and either of our Behalves, as Executors aforesaid, in and about the Premises, and in, about and concerning the Estate of the said *C.* deceased, in the said Island of *Jamaica*, as fully to all Intents and Purposes as we, or either of us might or could do, if we were personally present: And likewise for us and in our Names, and on our Behalves, as Executors aforesaid, to enter into and take Possession of all, every, or any the Messuages, Lands and Plantations, late of and belonging to the said *C.* deceased, in the said Island of *Jamaica* aforesaid, with all and every the Buildings, Negro's, Servants, Cattle, Coppers, Mills, Utensils, Appurtenances and Things whatsoever, thereunto, or to any of them belonging; and from Time to Time to demise and let the same, or any of them, or any Part thereof by Lease, for such Term or Terms of Years, or at Will, as he our said Attorney shall think fit, and to and for the most Rent that he can get for the same: And in Case he the said *D.* shall think fit to contract and agree for the Sale of, and to sell and dispose of, at and for such Price, Sum or Sums of Money as he shall think fit, all or any of the said [Messuages, Lands, Plantations and Premises, with the Appurtenances, or any Part thereof]; Or only thus, Negro's, Cattle, Coppers, Mills, Utensils, and other Things belonging to the Estate of the said *C.* deceased, other than Houses, Lands and Plantations; and upon such Sale or Sales to sign, seal and execute such Contracts, Agreements, Deeds and Writings [Conveyances and Assurances]; and to do and perform all such Acts and Things for perfecting thereof, as shall be requisite and necessary in that Behalf; and to receive for our Use, the Sum or Sums of Money or Considerations for which the said Premises, or any Part thereof shall be so sold; and upon Receipt thereof, to give a sufficient Discharge or Discharges for the same: And we the said *A.* and *B.* do, and either of us doth hereby give and grant unto our said Attorney full Power and Authority, in and touching the Premises, to sue, &c. (general to): And we do, and either of us doth hereby also give full Power and Authority unto the said *D.* at his Departure and Returning from *Jamaica* aforesaid for *England*, by Writing under his Hand and Seal for that Purpose

Purpose to appoint, authorize and empower such Person or Persons as he shall think fit to be and act as Attorney or Attornies, for and on the Behalf of us the said *A.* and *B.* as Executors aforesaid, in the Room and Stead of him the said *D.* and with full Power and Authority, to do, transact and perform all and any, or such of the Matters and Things which he the said *C.* is herein before, and by Virtue of these Presents, impowered to perform and execute, as he the said *D.* shall think fit, and shall in and by such his Writing in that Behalf authorize, empower and appoint: And we do hereby ratify and confirm, and shall and will at all Times hereafter ratify and confirm all and whatsoever the said *D.* and such Person or Persons whom he at his Departure from *Jamaica*, as aforesaid, shall by such his Writing under his Hand and Seal in that Behalf authorize and appoint as Attorney or Attornies for us, as aforesaid, or either, or any of them, or their, either, or any of their Substitutes shall legally do, or cause, or procure to be acted, done and accomplished, in and touching the Premises: And we the said *A.* and *B.* do hereby for our selves, our Executors and Administrators, covenant, promise and agree, to and with the said *D.* his Executors and Administrators, that we the said *A.* and *B.* our Executors and Administrators, shall and will at any Time or Times hereafter, upon Request in that Behalf, make, do, perform and execute all or any such further and other Acts, Deeds and Things whatsoever, for the better perfecting and confirming all or any Sale or Sales which shall be made of the said [Messuages, Lands, Plantations and] Premises, or any Part thereof, by him the said *D.* or such Person or Persons as he shall by Writing authorize and appoint to act in the Premises, as aforesaid, as shall be reasonably required. *In Witness, &c.*

To settle Accounts with the East-India Company, and also with Part-owners of a Ship; and to allow and pay them as Occasion shall be, and to settle Accounts with any other Persons; to receive Wages, &c. to lay out Money relating to a Ship; to receive all other Debts, &c.

KNOW, &c. That I *A.* of, &c. Mariner, now bound out on a Voyage to the *East-Indies*, have made and ordained, and by these Presents do make, ordain, appoint, and in my Place and Stead put and constitute *B.* of, &c. to be my true and lawful Attorney for me and in my Behalf, to account with, and adjust and settle all or any Account or Accounts whatsoever, depending between the Honourable the *East-India Company*, and me the said *A.* relating to and concerning the good Ship or Vessel, called the *F.* whereof I the said *A.* was late Commander, and her late Voyage to and from *East-India*; and likewise to account with, and adjust, and settle all or any Account or Accounts depending between me the said *A.* and the Part-owners of the said Ship, concerning the said Ship, or any Matter or Thing relating there-unto; and also for me and in my Name, for my Use, and on my Behalf, as well to demand, sue for, recover and receive of and from, as also to pay, allow and make good unto the Honourable the said *East-India Company*, and the said Part-owners of the said Ship, every or any of them; as also of, from and unto all, every and any other Person and Persons whom it doth, shall or may concern, all such Sum and Sums of Money and other Things

Things whatsoever, which upon the Ballance of such the said Account or Accounts shall appear to be due, coming, owing, belonging and payable unto, or to be paid, allowed and made good by me the said *A.* for and in respect thereof; and also for me, in my Name, for my Use, and on my Behalf, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all, every and any Person or Persons whatsoever whom it doth or shall concern, all such Debts, Dues, Sum and Sums of Money, Goods, Effects and Things whatsoever, which now are, and which shall or may become and grow due, payable and belonging to me for Wages, or otherwise, as Commander of the Ship *C.* now bound out on a Voyage to *East-India*, and for or on Account of my Part and Share in the said Ship, and the Adventure or private Stock now on board, and sent in and with the said Ship to *India*; and also for Commission, or otherwise, as Supra-Cargo of the said Ship and Adventure in her said intended Voyage; and for me and on my Account and Behalf to pay, disburse and lay out all or any such Sum or Sums of Money, in, about or relating to the said Ship *C.* as Occasion shall require; and likewise for me, and in my Name, and to and for my proper Use and Behoof, to demand, levy, &c. of and from all and every other Person and Persons, &c. [*This as general*]; and if Need be, to call to Account, &c. and generally to do, negotiate, transact, perform and accomplish all other Affairs, Business, Matters and Things, for me and on my Behalf, as Occasion shall require, as fully as if I my self were personally present; and upon Receipt or Recovery of all or any such Debts, Dues, Sum and Sums of Money, Goods, Effects and Things, or any of them, or any Part thereof; and upon adjusting and settling all or any such Account or Accounts, sufficient Acquittances and Discharges for me and in my Name from Time to Time to make and give, as Occasion shall require: *Giving, &c. [As general]. In Witness, &c.*

From one in Right of his Wife, to two Persons jointly, and in Case of the Decease of one of them, then to the other alone; but if he dies first, or leaves his Residence, the other surviving, then to the said Survivor, together with two others jointly, and to the Survivor of those two; to take Possession of Messuages and Plantations, and to prosecute any Writs for Recovery thereof; and to let the same at Will, and settle Accounts with former Managers thereof, and receive Debts, &c. and distrain for Rent, and consign the Effects, &c.

KNOW all, &c. That *A.* of, &c. who married *B.* Daughter of, &c. and Relict and Administratrix with the Will annex'd of *C.* late, &c. deceased, hath made and ordained, and by these Presents doth make, ordain, appoint, and in his Place and Stead put and constitute *D.* of, &c. and *E. A.* Son of him the said *A.* now bound out to the said Island of *Jamaica*, jointly, and in Case of the Decease of the said *E. A.* then the said *D.* alone; and in Case of the Decease of the said *D.* or of his Departure from the said Island, then and in such Case the said *A.* doth make and appoint the said *E. A.* together with *F.* and *G.* of the said Island, Merchants jointly; and in Case of

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the Decease or Departure of both of them, the said *D.* and *E. A.* from the said Island, then and in such Case only, and not otherwise, the said *A.* doth make and appoint the said *F.* and *G.* jointly, and the Survivor of them, or which of them shall continue to reside in the said Island, in Case of the Decease or Departure of either of them from thence, to be the true, certain and lawful Attorney and Attornies of him the said *A.* for him and in his Name to enter into, recover and take Possession, by all lawful Ways and Means whatsoever, of all those Messuages and Tenements in — in the Island of *Jamaica* aforesaid, late in the Possession of —, Mother of the said *B.* now Wife of the said *A.* which after her Decease came to and were vested in the said *B.* And likewise to enter into, recover and take Possession by all lawful Ways and Means whatsoever, of all and singular the Plantations and Lands, with their and every of their Appurtenances in the said Island of *Jamaica*, which were late the Estate of the aforesaid — deceased; and for that Purpose to sue for and prosecute, as Occasion shall require, against all or any Person or Persons whom it shall or may concern, such Action or Actions, Writ or Writs, as they the said *D. E. A. F.* and *G.* or any of them, during such Time as they, or any of them are by these Presents respectively authorized and impowered to act as the Attornies or Attorney of him the said *A.* shall think fit for recovering the Possession as well of the said Messuages or Tenements, as of the said Plantations, or any of them, or any Part of them, or any of them; and upon Recovery of such Possession thereof, to demise and let to any Person or Persons as Tenants at Will, the said Messuages, or Tenements and Plantations, or any of them, at and for the most yearly Rent, Sum or Sums of Money and Payments that can be gotten for the same; and also to inspect, settle and adjust with the Executors or Administrators of *R.* deceased (who in his Life-time had the Management of the said Plantations) and with *S.* of, &c. aforesaid, the late Attorney of the said *B.* now Wife of the said *A.* and all and every other Person and Persons whom it shall or may concern, all Accounts, of and concerning the said Plantations, and the Produce and Proceed thereof, and the Charges in and about the same, and the Management thereof; and also for and in the Name of the said *A.* and to and for his proper Use, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from the said Executors or Administrators of the said *R.* and the said *S.* and all and every other Person and Persons whom it shall or may concern, all and singular such Sum and Sums of Money, Goods, Effects, Rents, Profits and Produce whatsoever, which now are and which shall arise, become and grow due, payable and belonging to him the said *A.* in Right of his said Wife, as well for and in respect of the said Messuages or Tenements, as of the said Plantations and Premises, or any Part thereof; and for Default of Payment of any Rents to distrain for the same, and to do and perform all other Acts, Matters and Things necessary for the Recovery of the same Rents, and all or any other Debts, Sums of Money, Goods and Effects which now are, and which shall be due, owing and belonging to him the said *A.* in Right of his said Wife, as fully as he himself might or could do personally; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Goods, Effects, Rents, Profits and Produce, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same from Time to Time, for and on the Behalf of the said *A.* to make and give; and to remit, return, send and consign all and singular such Sum and Sums, &c. [*As before*], which they the said *D. E. A. F.* and *G.* or any of them respectively, at any Time or Times shall recover and receive by Virtue of these Presents, or the Power and Authority hereby given unto Mr. *H.* Merchant in *London*, or to such other Person

Person or Persons as he the said *A.* shall by Writing under his Hand for that Purpose order and direct: And the said *A.* doth by these Presents give and grant unto the said *D.* and *E. A.* jointly, and in Case of the Decease of the said *E. A.* then to the said *D.* alone; and in Case of the Decease of the said *E.* or of his Departure from the said Island of *Jamaica*, then unto the said *E. A.* and *F.* and *G.* jointly; and in Case of the Decease or Departure of both of them the said *D.* and *E. A.* from the said Island, then unto the said *F.* and *G.* jointly, and to the Survivor of them, or such one of them as shall continue to reside there, in Case of the Decease or Departure of either of them from the said Island, full Power and Authority, in and touching the Premises, to sue, &c. And the said *A.* doth hereby ratify and confirm all and whatsoever the said *D. E. A. F.* and *G.* or any of them, during such Time as they are by Virtue of these Presents authorized and empowered to act as Attornies or Attorney of him the said *A.* shall legally do, &c. In Witness, &c.

To receive Money due on any Bills of Exchange which shall be remitted, and receive Money due in Exchequer Dividends in the Bank, East-India Company, and in the South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

KNOW, &c. That I *A.* of, &c. intending to go into, and for some Time to continue in Parts beyond the Seas, have made and ordained, and by these Presents do make, ordain, appoint, and in my Place and Stead put and constitute *B. &c.* to be my true, certain and lawful Attorney for me and in my Name, and to and for my proper Use and Behoof, during such my Continuance abroad, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, as well all and every such Sum and Sums of Money which shall or may become and grow due and payable to me, by and upon all or any Bill or Bills of Exchange, which shall or may be remitted and sent to and for the Account of me the said *A.* as also all, every and any such other Sum and Sums of Money which are and shall become and grow due and payable to me at her Majesty's Exchequer, for or upon Account of any Annuity or Annuities, or any Loans, Tallies or Orders, by Virtue of any Act or Acts of Parliament, or for any Dividend or Dividends, for or in respect of any Stock in the Bank of *England*, in the Company of Merchants trading to *East-India*, in the *South Sea Company*, or any of them, or for or in respect of any other Stock belonging to me in any other Company; and likewise for me and in my Name, and to and for my Use, to demand, levy, sue for, recover and receive all such other Debts, Dues, Sum and Sums of Money, Goods, Effects, Merchandizes and Things whatsoever, which now are, and which shall or may at any Time or Times hereafter become and grow due, owing, payable or belonging to me the said *A.* upon or by Virtue of any Bond, &c. [*As general*]; and also for me and on my Behalf to accept and pay such Bill or Bills of Exchange as shall be drawn or charged on me by any of my Factors, Agents or Correspondents, as Occasion shall require; and generally to do, negotiate, &c. and upon Receipt or Recovery of all or any such Sum and Sums of Money, Annuities, Dividends, Debts, Dues, Goods, Effects and other Things, or any of them, or any Part thereof, sufficient Acquittances, &c. Giving, &c.

General, and to compound any Debts (except the Debts due from two several Persons.)

*A*fter the common Words in a General Letter of Attorney, about receiving Debts due upon any Account,] And if Need be, to compound or agree for all or any of the said Debt or Debts, Sum or Sums of Money, Goods or Effects, or any Part thereof, as he my said Attorney shall see Occasion and think fit; other than except for the Debts due and owing to me the said *A.* by and from *D.* and *E.* now of, &c. of or for which said Debts so due and owing by and from the said *D.* and *E.* or either of them, I order no Composition or Abatement shall be made by Virtue of these Presents; and upon Receipt or Recovery of all or any such Debts, Dues, &c. [*As general*] Giving, &c.

To two Persons jointly, and to the Survivor of them, to receive Rent, and distrain, and bring Ejectments, and to take Possession and let Leases, &c.

KNOW, &c. [*As common*] constitute my loving Wife *B.* and my Father in Law *C.* of, &c. jointly, during their joint Lives, and the Survivor of them, in Case of the Decease of either of them, to be my true, &c. to demand, &c. all and every such Sum and Sums of Money which now are, and which hereafter shall become and grow due and payable to me for Rent or Arrears of Rent, for and in respect of all, every or any my Messuages, Lands, Tenements and Hereditaments whatsoever, in any Place or Places whatsoever in the Kingdom of *Great Britain*; and in Default or for Non-payment of all or any such Rent or Arrears of Rent, or any Part thereof, from Time to Time to enter into, and upon all or any my said Messuages, Lands, Tenements and Hereditaments, or any Part thereof; and to distrain for the said Rent or Arrears of Rent; and the Distress and Distresses there found, to take, carry away, sell and dispose of, and to act and do therein in all Respects as the Law in that Behalf directs; and also for me and in my Name to bring any Ejectment or Ejectments, or otherwise to receive and take Possession of the said Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any Part thereof, in Default or for Non-payment of such Rent or Arrears of Rent, or otherwise as they my said Attornies and the Survivor of them shall think fit, and as shall be requisite and necessary in that Behalf: Also for me and in my Name from Time to Time, as Occasion shall require, to enter into and take Possession of all or any my said Messuages, Lands, Tenements and Hereditaments with the Appurtenances, or any Part thereof; and from Time to Time to demise and let the same, or any of them by Lease, for such Term or Number of Years, or at Will, to such Person or Persons, and for such Rent or Rents as they my said Attorney or the Survivor of them shall think for my Advantage; and to seal and execute any Lease or Leases thereof accordingly, or other Agreement in that Behalf; and likewise for me, &c. to receive Debts [*As usual*] Giving, &c.

To Persons in Maryland to acknowledge a Deed or Writing there, to the Intent the same may be registred according to the Custom of the Country.

TO all, &c. I *A.* of, &c. [*As in the Deed*] send Greeting. *Whereas* I the said *A.* have on the Day of the Date of these Presents signed, sealed and executed in due Form of Law in the Presence of *C. D. E. F.* and *G.* who have likewise subscribed their Names as Witnesses to these Presents a Deed or Indenture, whereby I have for the Consideration therein mentioned, granted, conveyed and released unto *B.* of, &c. and his Heirs and Assigns for ever, all my Estate, Right, Title, Inheritance, Equity and Benefit of Redemption, Claim and Demand in Law and Equity, of, in and unto two Tracts of Land, the one called the —, and the other the —, or howsoever else the same are called, situate and being in, &c. with the Appurtenances thereunto belonging; which Premises were formerly mortgaged by me to the said *B.* and my said Right of Redemption thereof, being by Decree or Order of the high Court of Chancery in *Maryland* aforesaid foreclosed, the Execution of which Deed of Release, as aforesaid, I do hereby acknowledge, and for further perfecting thereof and making the same more effectual and binding according to the Laws of the said Country, I the said *A.* do hereby authorize and empower *H.* of, &c. in the Province of *Maryland* aforesaid Gentleman, *I. K. L.* &c. and the aforesaid *E.* of *London*, Mariner, jointly, or any one, two, or more of them, for me and on my Behalf to acknowledge the said Deed or Indenture so by me executed as aforesaid, before such Person or Persons in *Maryland* aforesaid, who are or shall be authorized to receive the same; and to cause or procure the said Deed or Indenture to be registred in all or any Court or Courts, Place or Places in *Maryland* aforesaid, according to the Laws and Customs of the said Country, as fully and effectually to all Intents, as I my self might or could do, were I there personally present, and did the same: And I the said *A.* do hereby ratify and confirm the said Acknowledgment and registering of the said Deed or Indenture so to be had and made by the said *H. I. K. L.* and *E.* jointly, or any one, two or more of them, as aforesaid. *In Witnesses, &c.*

☞ *Vide Feoffments for Powers to take Livery and Seisin of Premises purchased.*

Powers and Orders.

Power to contract for the Building a new Ship in New England, and covenant to hold Parts, and Power to put in a Master, and let her for such a Voyage as he shall think fit, &c.

WE whose Hands are hereunto set, do hereby severally order and empower *A.* of, &c. to contract or agree with any Person or Persons, or to order any other Person or Persons in his Behalf in *New England*, in Parts beyond the Seas, as he shall think fit, to contract and agree for the Building of a new Ship or Vessel at any Place in *New England* where he shall think fit, to be of the Burthen of — Tuns, or thereabouts; (and we and such of us who were Part-owners of the Ship *L.* late cast away or lost at *New England* aforesaid, do hereby also order the said *A.* and such Person or Persons as shall build the said new intended Ship, to use in and for the Building thereof such of the Materials of the said Ship *L.* as shall be fit and serviceable:) And we also order the said *A.* to fit out the said new intended Ship to Sea for a Voyage, to such Part of the *West-Indies*, and thence to *London* as he shall think fit: And each of us doth for himself, his Executors and Administrators, severally and respectively, but not jointly, nor one for the other, covenant and agree to and with the said *A.* his Executor and Assigns, as followeth; (that is to say) That each of us will hold, and be concerned in the several Parts by us subscribed, with our Names to these Presents, of such the said Ship or Vessel, for the Building whereof the said *A.* shall so contract or agree, or order to be contracted for as aforesaid; and that each of us will pay, or cause to be paid at — in *New England* aforesaid, to the Order of the said *A.* our respective full Proportions, according to our Parts thereof hereunto subscribed, of the Charge of saving and recovering the Materials of the said late Ship *L.* and of such Sum and Sums of Money, as the said *A.* or any other Person or Persons by his Order, or on his Account, shall contract and agree to pay for the Building of the said new Ship or Vessel, at such Times and in such Manner, as the same shall become due and payable, or ought to be paid; and likewise of the Cost and Charge of the Fitting and Outfit of the said Ship to Sea as aforesaid. And we do hereby agree that *E.* of, &c. or such other Person as the said *A.* shall appoint, shall act, and be Master of the said Ship so to be built as aforesaid: And do also order the said *E.* or such other Person as the said *A.* shall appoint, to take Care of and oversee the Building of the said new Ship, that the several Works and Things be done and performed in and about the same substantially, and in Workman-like Manner. And we also agree that the said *A.* shall be Husband of the said Ship, and that the Bill of Sale of the said new Ship from the Builder thereof, shall

shall be made unto, and in the Name of the said *A.* to the Intent he may execute to us severally a Bill of Sale of our several Parts of the said Ship by us subscribed for as aforesaid. *Witness, &c.*

To buy a Ship and Cargo, and covenant to hold Parts, and pay prime Cost and Outset.

WE whose Hands and Seals are hereunto set, do hereby order and impower *A.* of, &c. to build, or otherwise contract for, and purchase a Ship or Vessel of the Burthen of — Tuns, or thereabouts, at and for such a Sum and Price, as he shall think fit and agree to pay for the same, of which said Ship when so bought, we agree the said *A.* shall act and be as Master: And we do further order and impower the said *A.* when the said Ship or Vessel shall be built or bought as aforesaid, to contract for and buy such a Cargo of Goods and Merchandizes, as he shall think fit and proper for *Guinea*, the prime Cost thereof not to exceed — *o/l.* And each of us doth hereby for our selves, and our Executors and Administrators, severally and respectively, and not jointly, nor, &c. covenant and agree to and with the said *A.* his Executors and Administrators, that each of us respectively shall and will hold, and be concerned in the several Parts of the said Ship or Vessel, and Cargo, by us severally subscribed; and will also upon Demand pay our respective Shares and Proportions of the Sum of Money or Price, at or for which the said *A.* shall buy or agree to pay for the said Ship, according to our Parts hereunder subscribed: And will also on Demand pay our like Parts of the Charge of her Outset to Sea for a Voyage to *Guinea*: And will upon like Demand pay to the said *A.* our like Parts of the prime Cost of such Cargo, and of all necessary Charges, which shall be disbursed in and about the same. *In Witness, &c.* This may be done separately for the Buying of Goods, and another to hold Parts in the Ship.

To take Possession of a Ship, and covenant to pay Proportions of the Charge of her Outset.

WE whose Names are hereunto subscribed, Part-owners of the good Ship or Vessel called the *C.* Burthen about — Tuns now at, &c. do hereby severally order and impower *A.* &c. to enter into and take Possession of the said Ship or Vessel, with the Appurtenances and Things belonging to her, and to take upon him the Command of the said Ship or Vessel, and to act as Master thereof for such a Time, as we or the major Part of us shall think fit; and to fit out the said Ship for such a Voyage, as we or the Majority of us shall order: And each of us doth severally, and not jointly, nor one for the other, covenant, promise and agree, to and with the said *A.* That each of us shall and will pay our several Proportions, according to our respective Parts in the said Ship, by us severally subscribed with our Names hereunto, of the Charges of Fitting and the Outset of the said Ship to Sea, for such a Voyage or Voyages, as we or the major Part of us shall order, as aforesaid. *Witness, &c.*

From

From Part-owners to take Possession of a Ship that was taken by the French, and retaken again, and recover her from her Caption in any Court, &c. but if they cannot recover her from her Caption, then they impower them to buy her, and covenant to pay their Proportions of her, and all Charges which they shall be at about her.

TO all, &c. we who have hereunto set our Hands and Seals, late Part-owners of the Ship or Vessel called the *F. Burthen*, &c. *A.* late Master, send greeting: *Whereas* the said Ship was on or about the, &c. taken by a *French Privateer*, and afterwards retaken by a *Man of War*, or *Privateer* belonging to *Ostend*, and carried, and still is retained in that Port. *Now know ye*, That we the said Part-owners do hereby request, order, impower and authorize *B.* and *C.* &c. jointly and severally, by him or them, his or their Agents or Substitutes, for us and in our Names, and on our Behalf to demand, make, claim, and to use and take all Ways and Means for the Recovery, Releasing, and Discharging the said Ship, with her Appurtenances from her Caption as aforesaid, in all or any Court or Courts, or other Place or Places; and to act, do, and perform all Matters and Things therein, and relating thereunto, as fully as we our selves might or could do personally: And we do hereby ratify and confirm all and whatsoever the said *B.* and *C.* or his or their Agents or Substitutes, jointly or severally, shall legally do or procure to be done in and touching the Premises; or otherwise we do further hereby request, order, and impower the said *B.* and *C.* jointly or severally, for us and on our Behalfs, according to our Parts in the said Ship, to contract, agree for, buy and purchase the said Ship, with her Appurtenances, at and for such Rate and Price, as the same can be bought for, and as they or either of them shall think fit: And each of us the said Part-owners do hereby covenant and agree for our selves, our Executors and Administrators, severally and respectively, and not jointly, nor one for the other, to and with the said *B.* and *C.* their Executors and Administrators, jointly and severally: That every of us the said Part-owners shall and will upon Demand pay or cause to be paid unto the said *B.* and *C.* a proportionable Part and Share, according to our late Shares in the said Ship, of all such Sum and Sums of Money, Charges and Disbursements, as shall be by them, or either of them, either disburs'd, contracted, agreed, or paid for the Buying, Purchasing, or Releasing the said Ship from her Caption as aforesaid, or in or about the Claiming, Demanding, or Procuring the Discharge thereof, in all or any Court or Courts, or other Place or Places; and of all other Charges whatsoever in, about, or concerning the said Ship and Premises, as aforesaid. *In Witness, &c.*

To buy a Ship taken by the French, and Covenant to hold Parts.

WE, the late Part-owners of the Ship *L.* Burthen about —— Tuns, lately taken by the *French* in her homewards Voyage from *Ar.* and now at *Dunk.* and the several other Persons who have hereunto set our Hands and Seals, do hereby severally order and impower *A. &c.* late Master of the said Ship, to buy and purchase, or procure the said Ship to be bought and purchased for us, and on our Account, at such a Price or Sum of Money, and upon such Terms as he shall think fit: And when the said Ship is so bought, to cause the same to be sailed from *Dunk.* aforesaid to *Ostend,* and there to take on him the Office or Place of Master of the said Ship, and to sail with her to such Place or Places, as we or the major Part of us, according to our Parts hereunder subscribed, shall order. And each of us for himself, his Executors and Administrators, severally and respectively, and not jointly, nor, *&c.* doth hereby covenant, *&c.* that each of us will hold and be concerned in the several Parts by us respectively subscribed, with our Names to these Presents, of and in the said Ship when so bought and purchased as aforesaid; and that each of us will pay our respective full Proportions, according to our Parts in the said Ship hereunto subscribed of the Sum or Price, which by the said *A.* or by his Order or Procurement, shall be paid for the same; and will also pay our like Parts of the Charge of her Fitting and Outfit to Sea for such a Voyage or Voyages, as we or the major Part of us, according to our Parts as aforesaid shall agree. *In Witnesses, &c.*

From Part-owners to two of them, to accept all Bills, and pay all such Money as the Masters shall draw on them on Account of the Ship during her Voyage, and to pay all Debts and necessary Disbursements on Account of the said Ship, and to keep an Account thereof, and to give necessary Orders to the Master relating to the Ship, and do all other Affairs, &c. and they covenant to pay their Proportions; and the two Part-owners covenant that they will let their Accounts be inspected into, and copy them.

WE, whose Hands and Seals are hereunto set, Part-owners of the Ship or Vessel called the *P.* whereof *D.* is Master now bound out to Sea, do hereby severally request, authorize, and impower *A. and B. &c.* likewise Part-owners of the said Ship to accept all Bills, and pay all such Money as the said Master shall draw on them, for and on Account of the said Ship during this her present intended Voyage only; and likewise to remit and pay all Monies, Debts, and necessary Disbursements on Account of the said Ship, and to keep the Accounts thereof, and to give all necessary Orders to the said Master relating to the said Ship's present intended Voyage, and to transact and do all other Affairs and Business relating to the said Ship, as Occasion shall require: And each of us the said several Part-owners for

himself, his Executors and Administrators, only and severally, and not jointly, &c. do covenant, &c. That each of us, our Executors and Administrators, shall and will upon Demand, truly pay, or cause to be paid unto the said *A.* and *B.* their Executors and Administrators, our respective Parts and Proportions, according to our several Parts in the said Ship hereunder subscribed, of all such Sum and Sums of Money, as shall be so drawn or charged on the said *A.* and *B.* or which they or either of them shall pay or disburse on Account of the said Ship as aforesaid, and likewise according to our Part in the said Ship, save harmless, and keep indemnified the said *A.* and *B.* their Executors and Administrators, from all Suits, Charges and Damages, for or on Account of their Transactions and Doings in Relation to the said Ship and Voyage aforesaid: And the said *A.* and *B.* do hereby severally and respectively, and not jointly, nor one for the other covenant and agree, to and with the rest of the Part-owners of the said Ship, that they will upon Request at all convenient Times permit any of the Part-owners to peruse, inspect into, and copy out the Accounts of the said Ship's present intended Voyage. *In Witness, &c.*

From Part-owners to sell a Ship.

WE, the several Part-owners of the good Ship or Vessel called the *B.* Burthen about — Tuns, now at Anchor in the River of *Thames*, whereof *A.* late was Master, do by these Presents severally and respectively, according to our several Parts in the said Ship, subscribed with our Names hereunto consent and agree, that the said Ship with her Appurtenances shall be sold by publick Sale, or otherwise: And for that Purpose we do hereby severally desire, order, and impower *D.* of, &c. also Part-owner of the said Ship, to sell the said Ship with all her Appurtenances by publick Sale by the Candle, or to sell and contract, and agree for the Sale thereof, otherwise by private Sale, which he shall think for the most Benefit and Advantage of us the said Part-owners; and upon such Sale thereof to seal and execute a sufficient Bill of Sale of our respective Parts in the said Ship, with her Appurtenances, to such Person or Persons to whom the same shall be so sold; and to receive the Money, or Consideration for the same: And we do hereby for our selves, our Executors and Administrators, severally and not jointly covenant and agree to and with the said *D.* his Executors and Assigns, that we will at all Times hereafter upon Request in that Behalf, make, do, and execute all such lawful Acts, Deeds, and Things whatsoever, for the perfecting, ratifying, and confirming such Sale of our respective Parts in the said Ship, with her Appurtenances to such Person or Persons, to whom the same shall be sold as aforesaid, as shall be reasonably required. *In Witness, &c.*

Another to four, or three of them.

WE, &c. [*As above, till the Word*] think: And we the said Part-owners do further severally only, and not jointly, nor one for the other, agree and covenant, to and with the said *A. B. C.* and *D.* and to and with such of them, as shall so sell and agree for the Sale thereof as aforesaid,

said, that we will severally execute a sufficient Bill of Sale of our respective Parts of and in the said Ship, with her Appurtenances, to such Person or Persons as shall buy the same. *In Witness, &c.*

From Part-owners to a Master of a Ship to fit her out, and let her to Freight, and they covenant to indemnify him from Seamens Wages.

WE, the several Part-owners of the Ship *O.* whereof *A.* is Master, do hereby order the said *A.* to fit out the said Ship for such a Voyage to Sea, as he shall think fit: And we do also hereby severally agree to pay or allow out of the Money in the said Master's Hands, our Proportions of the Charge of the said Ship's Outfit, according to our Parts therein: And we do also hereby order and empower the said *A.* to let the said Ship to Freight for such a Voyage, as he shall think fit: And we further hereby agree and covenant with the said *A.* each for himself only, and not jointly, nor one for another, that each of us according to our Parts in the said Ship, shall and will indemnify and save harmless the said *A.* from all Seamens Wages that shall and may grow due for or on Account of the said Ship, for her intended Voyage out and home, and all Actions, Suits, Charges and Damages, by reason thereof. *In Witness, &c.*

Covenant and Order from Part-owners to two Freighters, that they will allow what the Freighters have already paid, or shall pay to the Master of a Ship for his paying Seamens Wages, and other Charges of the Ship, on Account of the Ship's wintering at Archangel; and they order them to pay more; and for their better Security for so doing, they empower the Freighters to deduct the Money out of the Freight.

WHEREAS the Ship *D.* *A.* Master, whereof we whose Hands and Seals are hereunto set are Part-owners, being let to Freight to *B.* and *C.* &c. in performing her intended Voyage, was constrained to winter at *Arch.* and is now returning thence for the Port of *Lond.* And whereof the said *B.* hath disburs'd several Sums of Money, as well for the necessary Occasions of the said Ship at *Arch.* as for Wages to the Seamen on Account of the said Voyage, amounting to the Sum of — o *l.* of lawful, &c. which we allow and approve of: And in regard the said Ship's Occasions require further Disbursements, we do order and desire him to furnish and supply such other Sums as the Master of the said Ship shall have Occasion for; and to the Intent he may be repaid the same, we whose Hands and Seals are hereunto set, do respectively by and for our selves, our Executors and Administrators only and severally, and not jointly, nor one for the other, covenant, promise and agree, to and with the said *B.* his Executors and Assigns, that each of us shall and will pay, or cause to be paid, unto the said *B.* his Executors or Assigns, our several Proportions, according to our Parts in the said Ship hereunder subscribed, as well of the said Sum of — o *l.* so disburs'd by the

said *B.* as aforesaid, as of such further Monies which he shall disburse on the Account, with Interest for the same, from the Time the same, or any Part thereof, was or shall be so disbursed or paid; and for his more Security of Payment thereof, we do consent and allow that the said *B.* shall and may deduct and detain our said Parts of the said Money and Interest, as aforesaid, out of the Freight, which shall be due from him on Account of the said Ship for her said Voyage, (if not sooner paid by us.) *In Witness, &c.*

Power from Part-owners to a Person to refer Differences concerning the Ship's Accounts to Arbitration, and Covenant to be concluded by such Arbitration, and to indemnify him therefrom.

WE, who have hereunto set our Hands and Seals, late Part-owners of the Ship *L. Burthen, &c.* whereof *A.* late was Commander, do hereby severally order and empower *B.* of, *&c.* for us and on our Behalf, to refer all Matters in Controversy between us and *C.* of, *&c.* concerning some Accounts relating to the said Ship, to the Arbitrament and Determination of such Person or Persons, as the said *B.* and *C.* shall agree upon, and choose in that Behalf; and to enter into Bonds of Arbitration to the said *C.* to perform the Judgment, and Award to be made therein: And we do hereby for our selves, our Executors and Administrators severally, but not jointly, nor one for the other, covenant and agree to and with the said *B.* his Heirs, Executors and Administrators; that each of us respectively according to our several Parts in the said Ship hereunder subscribed, will be concluded by, and stand to such Award and Determination, as shall be made concerning the Premises, upon such Reference or Submission as aforesaid; and will likewise respectively according to our said several Parts in the said Ship, keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators from all Actions, Suits, Charges, Payments and Damages, by Reason of such his acting in the Premises, for and on our Behalves as aforesaid. *In Witness, &c.*

Another from Part-owners to settle Accounts concerning a Ship; but if any Differences happen, to refer them; and Covenant to be concluded by him, or by such Reference.

WE, the several Part-owners of the late Ship *L.* whereof *B.* late was Master, do hereby severally order and empower *A.* of, *&c.* for us and on our Behalves, to adjust and settle all Accounts, and other Matters and Things whatsoever, which *C.* who acted as Master of the said Ship in her late Voyage from *Ba.* depending, relating to and concerning the said Ship, and the said Voyage, either by himself, or by referring the said Matters to the Judgment and Arbitration of other Persons, or in such other Manner as he shall think fit: And we do hereby severally, and not jointly, nor one for the other, but according to our own several Parts in the said Ship hereunder subscribed, covenant and agree to and with the said *A.* that each of us respectively shall and will, according to our respective Parts in the said

said Ship be concluded by, and observe such Order and Determination, and do and perform all other Matters and Things, as by the said *A.* himself, or by such other Person as he shall choose to determine the said Matters, shall be agreed unto, and ordered to be done and performed in, and touching the same. *In Witness, &c.*

Power from Part-owners to one of them to sue for Freight, and Covenant to pay Proportions of the Charge.

WE, whose Hands and Seals are hereunto set, Part-owners of the Ship *R. A. Master*, do hereby order and empower *B. of, &c.* also Part-owners of the said Ship, for us and on our Behalfe, to demand, recover, and receive from all Person and Persons whom it doth or shall concern, all Sum and Sums of Money due and owing for Freight, for or on Account of the said Ship's late Voyage from *M.* And for that Purpose to commence and prosecute with Effect against all and every such Person and Persons, all and any such Suit or Suits at Law, or in Equity, and use and take all such other legal Ways and Means, as he the said *B.* shall think fit in that Behalf: And upon Receipt or Recovery of any such Sum or Sums of Money, to give Discharges for the same: And we do hereby confirm all legal Acts which the said *B.* shall do, or cause to be done in and touching the Premises: And each of us for himself, his Executors and Administrators, severally and respectively, and not jointly, nor one for the other, nor, *&c.* doth hereby covenant and agree to and with the said *B.* his Executors, Administrators and Assigns, that each of us respectively shall and will pay, or cause to be paid unto the said *B.* his Executors or Assigns our proportionable Parts, according to our respective Parts in the said Ship, subscribed with our Names hereunto, of all Sum and Sums of Money which shall become due, and to be paid for the Charges of Suing, for recovering and receiving the said Freight as aforesaid, or any Part thereof. *In Witness, &c.*

To receive Freight from a Master of a Ship, to one of his Owners.

KNOW, *&c.* [as usual till] of and from all, every, and any Person or Persons whatsoever, whom it doth, shall, or may concern, all such Sum and Sums of Money, which are standing out, due, owing, and payable for Freight, Primage, and otherwise howsoever on Account of the Ship's late Voyage to and from *B.* by Virtue of a Charter-party bearing Date, *&c.* and by or upon any Bill or Bills of Loading, and by any other Ways or Means whatsoever, or howsoever; and upon Receipt of all or any such Sum or Sums of Money, or any Part thereof, to give sufficient Discharges for the same. *Giving, &c.*

Power

Power from Part-owners to two of them to defend a Suit commenced by the Sailors of the Ship, and Covenant to pay their Proportions of Damages and Indemnity.

WE, whose Hands and Seals are hereunto set, Part-owners of the Ship *B.* *A.* Master, do hereby order, impower, and authorize *C.* and *D.* &c. for us and on our Parts, to defend a Suit now depending, and prosecuted by the Sailors or Mariners of the said Ship: And we do hereby give and grant unto them the said *C.* and *D.* full Power and Authority to do, perform, and execute all Matters and Things in and to the Premises, requisite and necessary, as fully as we might or could do personally; and do hereby ratify whatsoever they shall legally do or cause to be done in and touching the Premises: And each of us the said Part-owners, by and for himself severally, his Executors and Administrators only, and not jointly, nor one for the other, nor for the other's Act, do covenant and agree to and with the said *C.* and *D.* their Executors and Administrators, jointly and severally, that each of us according to our Parts in the said Ship hereunder subscribed, shall upon Demand pay our respective Parts and Proportions according to our Shares in the said Ship, of all Costs, Charges, Expences and Damages, which shall or may be recovered or awarded, expended or disbursed, for or by Reason of the said Suit, or which they or either of them may sustain, or be put unto for or by Reason thereof, in any manner of wise. *In, &c.*

An Order from Executors to a Mortgagee, to pay (after deducting his Principal and Interest) the Surplus that the Premises amount to, to the Assignees of a Statute of Bankrupt awarded against the Deceased.

KNOW, &c. That we *A.* and *B.* Executors of the Last Will of the within named *P.* do by these Presents order and direct the within named *C.* to, and consent that he do, pay unto *D.* and *E.* Assignees, by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against *Q.* the Partner of the within named *P.* the Sum of — *l.* of lawful, &c. being the full Purchase-Money for the Tallies within assigned, after allowing to the said *C.* his full principal Money and Interest: And we the said *A.* and *B.* Executors as aforesaid, do hereby for our selves, our Executors and Administrators, jointly and severally, covenant, promise and agree, to and with the said *C.* That we the said *A.* and *B.* our Executors and Administrators, nor any of us, nor any by or through our Means or Privity, shall or will at any Time hereafter, sue or prosecute the said *C.* his Executors, Administrators or Assigns, for or concerning the Tallies within assigned, or any thing relating thereunto, nor shall or will claim any other Benefit or Advantage, by or upon the Covenant within contained from the said *C.* for his re-assigning the said Tallies or Orders, or any Equity or Benefit of Redemption to be thereupon had or taken, but of and from the said Covenants, and the Proviso or Condition within contained; and all Suits, Claims and Demands in Law and Equity concerning the same, we the said *A.* and *B.* Executors as aforesaid, do hereby acquit, release and discharge the said *C.* his Executors, Administrators and Assigns for ever by these Presents. *In Witness, &c.*

An Order and Consignment (from a Merchant) to a Master of a Ship, in case his Factor shall be dead on Arrival of the Ship, and the Master to invest the same in Goods, and bring the Effects to London.

WHEREAS *A. &c.* hath delivered on Board the *D. B.* Commander, bound out on a Voyage to *F.* in the *East-Indies*, 9—Ounces of Pieces of Eight, and consigned the same to *E.* Merchant at, *&c.* ¶ Now the said *A.* in case the said *E.* upon the Ship's Arrival at *F.* aforesaid, shall be dead, or departed thence for *England*, doth hereby consign 4—Ounces of the aforesaid 9—Ounces of Pieces of Eight, being his own proper Monies unto the said *B.* And in such Case doth hereby order the said *B.* to take the said 4—Ounces of Pieces of Eight into his own Custody, and to lay out and invest the same in such Goods as he shall think for the best Advantage of the said *A.* and to bring the said Effects and Produce thereof in and with the said Ship to *London*, consigned to and for the proper Account and Risque of the said *A.* In Witness.

¶ (*This comes before Now, &c.*) And whereas 5—Ounces of the said Pieces of Eight was so ship'd by the said *A.* by the Direction, and on the Behalf of *L. &c.* testified by his Sealing hereof, the remaining 4—Ounces of the said Pieces of Eight, being for the proper Account of the said *A.* Now, &c.

Another, to transfer South-Sea Stock.

KNOW, *&c. A. &c.* Mariner, Master of the good Ship or Vessel called the *M.* for Payment and Satisfaction of the Sum of — which is due and owing unto *B. &c.* Shipwright, for Work by him done and performed, for the Fitting out of the said Ship to Sea, and for his the said *B.*'s Dividend of the Profits made and gotten by the said Ship, as Owner of — Part thereof, do by these Presents desire, order, and direct *J. of, &c.* to transfer, or cause to be transferred unto the said *B.* or to such other Person or Persons as he shall appoint, the Sum of — *l.* Part of the Stock now being in the Name of the said *J.* in Trust for the Part-owners of the said Ship, in the Capital Stock of the Governor and Company of Merchants of *Great-Britain* trading to the *South-Sea*, and other Parts of *America*, &c. according to the usual Method of Transferring the said Stock: And for so doing, these Presents shall be a sufficient Warrant, and his Discharge of and for the said Stock, or so much thereof as shall be transferred to the said *B.* or his Order, in Pursuance hereof. In Witness, &c.

Power

Power to one to stand and be as Proxy for another, to vote and choose a Person to be of a Committee in an Undertaking, and for a Treasurer and Auditor of Accounts, &c.

KNOW all, &c. That I A. of, &c. Administrator of B. &c. deceased, do hereby authorize, impower, and appoint C. of, &c. to be my lawful Proxy, at a General Meeting of the Proprietors in the Invention, Patent, and Act of Parliament, for raising Water, and occasioning Motion to all Sorts of Mill-work, by the impellent Force of Fire, appointed to be holden on the — Day of — and then and there in my Name, and on my Behalf, for and in respect of the six Shares belonging to me in the said Invention, to elect and choose five Persons to be of the Committee, for managing the Affairs of the said Invention, for the Year ensuing: And likewise a Treasurer, and one or more Auditor or Auditors, for examining the Accounts, according to the Direction of the Indenture or Deed of Copartnership between the said Proprietors, dated the — And also in my Name, and for and on my Behalf, to consent and agree to such Additions and Alterations of, in, or to any of the Rules, Orders and Agreements, made and agreed upon by the said Indenture or Deed of Copartnership between the said Proprietors; and for me and my Behalf, to perform all other Matters and Things at the said General Meeting of the said Proprietors, as fully as I my self might or could do, were I personally present; and I do hereby ratify and confirm all and whatsoever the said C. shall do, by Virtue of these Presents. *In Witness, &c.*

Another, when it is to be general.

KNOW all, &c. That I A. &c. do by this present Writing under my Hand and Seal, appoint and impower C. &c. to be my lawful Proxy, at the General Meeting of the Proprietors in the Invention, &c. [*as the other:*] Which pursuant to the Deed of Copartnership between them, was held on the — Day of — and by Adjournment is continued to be held at — of the Clock — noon, of the — Day of — and any other General Meeting of the said Proprietors; and then and there from Time to Time for me, and in my Name, and on my Behalf, to consider, consult of, vote for, and agree to all such Orders, Agreements, Matters and Things, in and concerning the Affairs of the said Invention, as he my said Proxy shall think fit, and as fully as I my self might or could do personally, which I ratify by these Presents. *In Witness, &c.*

Releases and Discharges.

A General Release from one to one.

K NOW all Men, &c. That I *A. &c.* have remised, released and for ever discharged, and by these Presents do for me, my Heirs, Executors and Administrators, remise, release, and for ever discharge *B. &c.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Bills, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, which against the said *B.* I ever had, now have, or which I, my Heirs, Executors or Administrators hereafter can, shall or may have, for, upon or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness, &c.*

From two to one.

K NOW, &c. That we *A. and B. &c.* have, and either of us hath remised, &c. and by, &c. do, and either of us doth for us, and either of us, and either of our Heirs, Executors and Administrators remise, &c. [*As above*] which against the said *C.* we, or either of us ever had, now have, or which we, or either of us, our, or either of our Heirs, Executors or Administrators hereafter can, &c. [*As above.*]

From one to two.

K NOW, &c. That I *A. &c.* [*As the first, till*] *B. &c.* and *C. &c.* and either of them, their, and either of their Heirs, Executors and Administrators, of and from all and all Manner, &c. [*As above*] which against the said *B.* and *C.* or either of them, I ever had, &c.

From three to one.

K NOW, &c. That we *A. B. and C.* have, and either, and every of us hath remised, &c. and by, &c. do, and either, and every of us doth for us, either, and every of us, our, either, and every of our Heirs, Executors and Administrators, remise, &c. [*As the first*] which against the said

T t

D.

D. we, either, or any of us ever had, now have, or which we, or either, or any of us, our, or either, or any of our Heirs, Executors or Administrators hereafter can, &c.

From one to three.

K NOW, &c. That I *A.* &c. have remised, &c. *B. C.* and *D.* &c. either, and every of them, their, either, and every of their Heirs, Executors and Administrators, of and from all and all Manner, &c. which against the said *B. C.* and *D.* either or any of them, I ever had, &c.

Release in Pursuance of an Award, about Building and Repairs of Houses.

TO all, &c. *A.* &c. and *B.* &c. Executors of the last Will and Testament of *C.* late, &c. send Greeting. *Know ye*, that the said *A.* and *B.* for themselves, their Heirs, Executors and Administrators have, and either of them hath remised, released and for ever discharged, and by these Presents (according to and in Pursuance of a certain Writing of Award indented, bearing Date, &c. made and given up under the Hands and Seals of *D.* and *E.* &c.) do, and either of them doth remise, &c. *F.* &c. his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *F.* they the said *A.* and *B.* either, or any of them ever had, now have, or hereafter can, shall or may have, for, upon, or any ways concerning the *Buildings* in the said recited Writing of Award mentioned, and every or any Part thereof, and all, every and any Works, Workmanship, Materials and Things whatsoever, made, used, done and performed in and about the same, from the Beginning of the World to the, &c. *In Witness*, &c. [*Another from A. and B.*]

Another, about a Ship's Voyage.

K NOW all, &c. That I *A.* &c. have remised, released and for ever discharged, and by these Presents (according to and in Pursuance of a certain Writing or Award indented, bearing Date, &c. made by and under the Hands and Seals of *B.* and *C.* &c.) do, for and on the Behalf of *D.* of, &c. Master of the good Ship or Vessel called the *E.* and the Part-owners of the said Ship, acquit, release, and for ever discharge *F.* &c. *G.* and *H.* &c. and either, and every of them, their, either, and every of their Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *F. G.* and *H.* either, or any of them the said *D.* and the Part-owners of the said Ship, either or any of them ever had, now have, or which they, either, or any of them, their, either, or any of their Heirs, Executors or Administrators hereafter can, shall or may have, as well for or concerning a Writing or Charter-Party of Affreightment, dated, &c. made between the said *F. G.* and *H.* of the one Part, and the said *D.* of the other Part, as for and concerning the said Ship and her late Voyage

Voyage from R. to London, mentioned in the said Charter-Party, in any Manner of wife. *In Witness, &c.*

✶ *The like from F. G. and H. to the said D. Master and Part-owner, and the rest of the Part-owners of the said Ship.*

Discharge to an Apprentice from his Indentures, he being to be turned over to another Master.

TO all, &c. A. &c. send Greeting. *Whereas* B. Son of B. of, &c. did by his Indentures of Apprenticeship, bearing Date, &c. put himself Apprentice unto D. &c. for the Term of — Years from the Date thereof, and was afterwards turned over to the said A. as by the said Indentures and Endorsement thereon may appear. *And whereas* the said A. at the Request and with the Consent of the said B. the Father, and B. the Apprentice hath discharged the said B. the Apprentice, from his said Service, and delivered up his Indenture to be cancelled; and therefore these Presents witness, that the said A. hath released and discharged, and doth hereby for him, his Executors and Administrators, release and discharge the said B. the Apprentice from the said recited Indentures of Apprenticeship, and all Covenants, Agreements and Things therein contained, on the Part and Behalf of the said B. the Apprentice to be performed, and all Actions, Suits, Claims and Demands whatsoever, touching or concerning the same in any Manner of wife. *In Witness, &c.*

Release from Indentures of Apprenticeship, the Master and Apprentice differing.

WHEREAS Differences have arisen between A. &c. and his Apprentice B. concerning his Service and Apprenticeship, the same were referred and submitted to the Judgment and Determination of C. and D. &c. who upon hearing the said Matters in Difference have adjudged and ordered, that the said A. shall return and pay back — l. of the Money received by him with the said B. and thereupon the Indentures of Apprenticeship between the said A. and B. are to be delivered up to each other and cancelled, and in Pursuance of the said Award, or Order, the said A. hath on the Date hereof paid back the said Sum of — l. and the said Indentures of Apprenticeship are delivered up by and between the said A. and B. and cancelled, and the Bond given by E. &c. for the Fidelity of the said B. is also delivered up to the said E. and cancelled: *Now therefore* know ye, that the said A. hath remised, released, and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said B. of and from the said Indentures of Apprenticeship, and all Service and other Matters and Things therein contained, on his Part to be performed, and of and from all Actions and Causes of Action, Suits, Specialties, Covenants, Contracts, Agreements, Promises, Accounts, Sum and Sums of Money, Judgments, Executions, Claims and Demands in Law and Equity, for or concerning the said Indentures of

Apprenticeship, or the Service of the said *B.* or for, upon, or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. *In Witness, &c.*

Another, from the Apprentice.

WHEREAS Differences, &c. Now therefore know ye, that the said *B.* hath remised, &c. the said *A.* of and from the said Indentures of Apprenticeship, and all other Matters and Things therein contained, on his Part to be performed, and of and from all Actions, &c. for or concerning the said Indentures of Apprenticeship, or any Covenant or Thing therein contained on the Part of the said *A.* to be performed, for or concerning the Residue of the Money given and paid to the said *A.* in Consideration of his taking him to be his Apprentice, or for, upon or by Reason of any other Matter, &c.

Releases from Indentures of Apprenticeship, upon the Apprentice's Coming away from his Master soon after he was bound.

WHEREAS *A.* Son of *A. B.* of, &c. by his Indentures of Apprenticeship, bearing Date the, &c. did put himself Apprentice unto *C.* &c. for the Term of — Years from the Date thereof, as thereby, Relation, &c. And whereas by Agreement by the said *C.* and *A. B.* the Father, for and on the Behalf and with the Consent of his said Son (testified by his Signing and Sealing these Presents) the said *A.* the Son hath left the Service of the said *C.* and is to be discharged from his said Apprenticeship; and the said *C.* hath on the Date hereof paid back unto the said *A. B.* the Father, the Sum of — *l.* of the Sum of — *l.* which was paid to the said *C.* in Consideration of his taking the said *A.* the Son to be his Apprentice [*The Receipt* whereof the said *A. B.* the Father doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit and discharge the said *C.* his Heirs, Executors and Administrators for ever by these *Presents*] the Remaining — *l.* thereof being allowed the said *C.* for the said *A.* the Son's Diet, and *Washing*, Lodging, during his Continuance with the said *C.* And thereupon the said Indentures of Apprenticeship between the said *C.* and *A.* the Son, are delivered up to each other and cancelled, and the Bond given for the Fidelity of the said *A.* the Son, is likewise delivered up and cancelled. Now therefore know ye, that the said *C.* hath remised, released and for ever discharged, and by, &c. doth for himself, his Heirs, Executors and Administrators, &c. the said *A.* the Son, of and from the said recited Indentures of Apprenticeship, and all Matters and Things therein contained, on his Part to be performed, and likewise the said *A. B.* the Father, and the said *A.* the Son, and either of them, their and either of their Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. whatsoever in Law and Equity, which against, &c. can, shall or may have, for or concerning the said recited Indentures of Apprenticeship, or the Service of the said *A.* the Son, or for, upon, or by Reason of any other Matter, Cause, &c. *In Witness, &c.* [*The like from the Father and Son*

to the Master ; putting in what Words are between the Parenthesis ; but leave them out in the Master's] For or concerning the said recited Indentures of Apprenticeship, or the Service of the said *A.* the Son, or for or by Reason, &c.

Release from a Bond given for the Truth of an Apprentice, it being lost.

TO all, &c. *A.* &c. send Greeting. *Whereas B.* Son of *B. C.* of, &c. was late the Apprentice of the said *A.* and the said *B. C.* the Father became bound unto the said *A.* by Bond or Obligation under his Hand and Seal in the penal Sum of — *l.* conditioned for the Truth and Faithfulness of the said *B.* his Son, during his said Service, (or to that Effect). And whereas by Agreement between the said *B.* the Son, and the said *A.* the said *B.* the Son hath left the Service of the said *A.* and the same is determined, and all Matters relating to the Service of the said *B.* the Son are adjusted with the said *A.* and thereupon the said Obligation should be, and was, and is intended and agreed to be delivered up and cancelled, but the same is at present lost or mislaid: Now therefore know ye, that the said *A.* in Consideration thereof doth hereby for himself, his Heirs, Executors and Administrators remise and release, and for ever discharge the said *B. C.* the Father, his Heirs, Executors and Administrators, of and from the said recited Obligation and Sum of Money or Penalty therein; and of and from all Actions, Suits, Costs, Charges, Payments, Judgments, Executions, Claims and Demands whatsoever in Law and Equity, for or by Reason of the said Obligation, in any Manner of wise. In Witness, &c.

Release upon receiving a Sum of Money, and Covenant of Indemnity.

TO all, &c. *A.* and *B.* &c. the lawful Attornies of *R.* of, &c. Master and Part-owner of the good Ship or Vessel called the *C.* constituted by Writing or Letter of Attorney under the Hand and Seal of the said *R.* bearing Date, &c. send Greeting. *Whereas C.* of, &c. by Writing under his Hand and Seal, bearing Date, &c. hath (according to and in Pursuance of a certain Writing or Award indented, bearing Date the, &c. made by and under the Hands and Seals of *D.* and *E.* &c.) for and on the Behalf of the said *R.* and the rest of the Part-owners of the said Ship released and discharged *F.* of, &c. and *G.* and *H.* &c. their Heirs, Executors and Administrators, and either and every of them, from all Actions, Suits, Specialties, Covenants, Agreements, Debts, Accounts, Sums of Money, Judgments, Extents, Executions, Damages, Claims and Demands, as well concerning a Charter-Party of Affreightment, dated, &c. made between the said Messieurs, *F.* and Company, Merchants, of the one Part, and the said *R.* of the other Part, as for and concerning the said Ship and her late Voyage from *P.* to *London*, mentioned in the said Charter-Party, as by the said recited Writing or Discharge, Relation, &c. And whereas the said *C.* hath on the Day of the Date hereof paid unto the said *A.* and *B.* or one of them, — *l.*

Recital of a Release in Pursuance of an Award

Covenant
of Indem-
nity.

of lawful, &c. which he received of the said *F.* in Pursuance of the said Writing or Award, for and on the Behalf of the said *R.* and the rest of the Part-owners of the said Ship, the Receipt of which said Sum of — *l.* the said *A.* and *B.* do hereby acknowledge. *Now know ye*, that the said *A.* and *B.* have, and either of them hath acquitted, released, and for ever discharged, and by, &c. do, and either of them doth, &c. the said *C.* his Executors and Administrators, of and from the said Sum of — so by them received, as aforesaid; and of and from all Actions, Suits, Judgments, Executions, Claims and Demands concerning the same: And they the said *A.* and *B.* do hereby for themselves, their Executors and Administrators, jointly and severally covenant and agree to and with, &c. that they the said *A.* and *B.* their Executors and Administrators shall and will at all Times hereafter save and keep harmless and indemnified the said *C.* his Heirs, Executors and Administrators, and his and their Goods and Estate, of and from all Actions, Suits, &c. put unto, as well for or by Reason of the said recited Writing or Discharge so to him made and executed to the said *F. G.* and *H.* as aforesaid; as for or concerning the said Sum of — *l.* so paid to the said *A.* and *B.* as aforesaid, in any Manner of wise. A Penalty in double the Sum paid. *In Witness, &c.*

A Release upon the Payment of Money due on Account of the Freight, Cargo or Monies due for a Ship's Voyage.

KNOW, &c. That I *A.* &c. do acknowledge to have had and received, at or before Sealing and Delivery hereof, of *B.* of, &c. Mariner, late Commander of the Ship *F.* the Sum of — *l.* of lawful, &c. and thereof, and of every Part thereof, do clearly acquit and discharge the said *B.* his Executors, Administrators and Assigns, paid me, pursuant to a certain Writing under the Hand of *E. F.* and *G.* dated, &c. and being in full of all Monies any ways due, owing and payable to me, by or from the said *A.* on any Account whatsoever, and in Consideration thereof have remised, released and for ever discharged; and by these Presents (according to and in Pursuance of the said Writing under the Hands of the said *E. F.* and *G.*) do for me, my Heirs, Executors and Administrators, remise, &c. the said *B.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause, &c. [*As common*] can, shall or may have, as well for, upon or concerning the aforesaid Ship the *F.* or ony Freight, Cargo or Monies any ways due, payable or belonging to me on Account thereof, or for or upon Account of any of the said Ship's Voyage to *I.* or elsewhere; as also for, upon, or by Reason of all or any other Accounts, or any other Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. *In Witness, &c.*

Release

Release (from a Debtor to two of his Creditors named in certain Articles of Agreement upon his Assigning his Debts) from a Covenant therein, wherein they were obliged to pay to him — l. and — s. per Week, for — Weeks, upon his Accepting a Bond from the Person who collects his Debts for the Payment thereof.

TO all, &c. *A.* &c. send Greeting. *Whereas* in and by certain Articles of Agreement, dated, &c. made between the said *A.* of the one Part, and *B.* &c. and *C.* &c. and the several other Persons whose Names are mentioned in the Schedule thereunto annex'd, Creditors of the said *A.* of the other Part [*reciting as therein is recited*], the said *A.* did thereby covenant with the said *B.* and *C.* within — Days after all his Creditors mentioned in the said Schedule had signed and sealed the said recited Articles, to assign over unto the said *B.* and *C.* in trust for themselves and the rest of his said Creditors, all his Shop-Goods, at the Value of the first Cost, and all his Debts whatsoever which should amount to — l. or more, and amongst other Covenants therein contained, the said *B.* and *C.* for themselves and the rest of the said Creditors did thereby covenant to allow him for his own private Use, out of the first Money that shall be received out of the said Debts so to be assigned, the Sum of — l. and — s. per Week, for — Weeks, to be accounted from the Date of such Assignment: *And whereas* the said *A.* hath accordingly by Deed, dated, &c. assigned over his said Debts unto the said *B.* and *C.* and they the said *B.* and *C.* have impowered, or do intend to empower *D.* &c. to collect and gather in the said Debts: *And whereas* the said *D.* at the Request of the said *B.* and *C.* and of the said *A.* by Obligation under his Hand and Seal, bearing Date herewith, is become bound unto the said *A.* for Payment of the said Sum of — l. and — s. per Week, for — Weeks to the said *A.* out of the first Money that shall be received of the said Debts, whose Bond the said *A.* is willing to accept for the same, and thereupon hath agreed to release the said *B.* and *C.* from the Covenant for that Purpose contained in the said recited Articles. *Now know ye*, that the said *A.* in Consideration of the said Bond so entered into by the said *D.* as aforesaid, doth hereby for him, his Executors and Administrators, remise, release, and for ever discharge the said *B.* and *C.* and either of them, &c. of and from the said recited Covenant or Agreement contained in the said recited Articles for their Payment of the said — l. and — s. per Week, for — Weeks, unto the said *A.* as therein is mentioned, out of the first Monies to be received of the Debts of the said *A.* assigned, as aforesaid, and from all Actions, Suits, Extents, Executions, Claims and Demands whatsoever, for or concerning the same. *In, &c.*

Release from Creditors to a Debtor, upon accepting — l. for their several Debts.

TO all, &c. We, who have hereunto set our Hands and Seals, Creditors of *A.* late of, &c. send Greeting. *Whereas* the said *A.* oweth and is indebted to us his said Creditors several Sums of Money which he is not able

able fully to satisfy, we therefore have agreed, and do hereby agree to accept of the Sum or Value of — I. in full Satisfaction of all the Debts owing to us respectively at Sealing hereof, by and from the said *A.* which is paid or delivered by or for the said *A.* to *B.* and *C.* or one of them, Creditors also and Assignees, by Virtue of a Commission of Bankrupt awarded against the said *A.* for the Use of, and to the Intent the same may be shared and divided amongst us his said Creditors, seeking Relief under the said Commission in Proportion, according to the Debts to us severally due and owing. *Now therefore* know ye, that for the Consideration aforesaid, each of us the said Creditors who have here-unto set our Hands and Seals, for him and her self, his and her Heirs, Executors and Copartners, doth by these Presents remise, release and for ever discharge the said *A.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *A.* each and every of us his said Creditors now hath, or which each and every of our Heirs, Executors or Administrators respectively hereafter may, can or ought to have, claim or demand, for, upon or by Reason of our said several and respective Debts to us severally due and owing, or for or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World, &c.

Release from Part-owners to a Master of a Ship upon settling Accounts.

WE, whose Hands and Seals are here-unto set, Part-owners of the Ship called the *C. Burthen* about — Tuns, whereof *A.* of, &c. late was Master, do hereby severally declare, that we have examined and approved of the Accounts of the said Ship and her former Voyage, until she was sold by us, as the said Accounts are stated by the said Master; and we do acknowledge that the said *A.* hath paid unto us severally the full Ballance of the said Accounts, and therefore each of us for himself, his Heirs, Executors and Administrators severally, and according to our several Parts in the said Ship here-under subscribed, do respectively acquit, release, and for ever discharge the said *A.* his Heirs, Executors and Administrators, of and from all Actions, Suits, Accounts, Sums of Money, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, for and concerning the said Ship, and all or any Matters and Things relating there-unto, in any Manner of wise. *In Witness, &c.*

Release upon making up of Accounts between a Merchant and his Factor.

TO all, &c. *A.* &c. sends Greeting. *Whereas* the said *A.* and *B.* &c. have, before the Day of the Date hereof, accounted together, and have settled and fully adjusted all Accounts, Matters and Things between them, concerning the Tradings, Doings and Dealings, and of all Goods, Monies, Merchandizes and Things received, bought, sold or disposed of, and all Matters transacted by the said *A.* as Agent or Factor for the said *B.* in, &c. in Pursuance of certain Articles of Agreement, bearing Date, &c. made between

tween the said *A.* of the one Part, and the said *B.* of the other Part, or otherwise upon any other Account whatsoever or howsoever: And they the said *A.* and *B.* have delivered up to each other the before-mentioned Articles, and cancelled the same: *Now therefore* know ye, that the said *A.* hath released, acquitted, and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators, release, acquit, and for ever discharge the said *B.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, &c. which against the said *B.* he the said *A.* ever had, now hath, or which he, his Heirs, Executors or Administrators hereafter can, shall or may have, as well for, upon, or in any wise, concerning the before-mentioned Articles of Agreement, or any Thing therein contained, or any Payment or Allowance to be made and given by the said *B.* to him the said *A.* by Virtue of the said Articles, as for, upon or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning, &c. *In Witness, &c.*
[Another from B. Mutatis, &c.]

Discharge from a Person that bought a Part of a Ship (he that sold it to him being impowered by Letter of Attorney) to another Person that bought the same Part (it being sold to him by the Person that impowered the other).

WHEREAS *A.* of, &c. by a certain Writing or Power of Attorney, dated, &c. did authorize and impower *B.* of, &c. to sell — Part of the Ship *M.* Burthen about — Tuns, whereof the said *A.* was Master: *And whereas* the said *B.* by Bill of Sale, dated, &c. by Virtue of the said Power to him granted, did grant and sell the said — Part of the said Ship to *C.* of, &c. *And whereas* the said *A.* after and notwithstanding the said Power so granted to the said *B.* did by Bill of Sale grant and sell unto *D.* &c. — Part of the said Ship, which — Part thereof is now sold by the said *D.* to *E.* &c. *Now therefore* know ye, that the said *C.* and *B.* in Consideration of 12 *d.* a-piece to them paid by the said *E.* before Sealing hereof, whereof they acknowledge the Receipt, do, and either of them doth hereby for themselves, and either of them, their, and either of their Executors and Administrators, release and for ever quit Claim unto the said *E.* the said — Part of and in the said Ship, with her Appurtenances, and all their, and either of their Estate, Right, Title, Interest, Claim and Demand, of, in and to the same, by any Ways or Means, Right or Title whatsoever or howsoever. *In Witness, &c.*

Release of Dower.

TO all, &c. *A.* of, &c. Relict of *B.* late, &c. sends Greeting. *Know ye*, that the said *A.* as well for and in Consideration of the Sum of 10 *s.* of lawful, &c. to her in Hand at or before Sealing and Delivery of these Presents by her Son *A. B.* of, &c. well and truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *A. B.* his Heirs, Executors and Assigns for ever; and for

the Love and Affection she hath to her said Son, and for other good Causes and Considerations her thereunto especially moving, she the said *A.* hath granted, remised, released, and for ever quit-claimed, and by these Presents doth fully and absolutely grant, remise, release, and for ever quit-claim unto the said *A. B.* his Heirs and Assigns for ever, all the Dower and Thirds, Right and Title of Dower, and Thirds, and all other Right, Title, Interest, Property, Claim and Demand whatsoever in Law and Equity, of her the said *A.* of, in and to (a certain Parcel of Land, &c. *with the Parcels, and bene it descended to A. and A. B.*) so that she the said *A.* her Heirs, Executors or Administrators, nor any other Person or Persons for her, them, or any of them, have Claim, Challenge or Demand, or pretend to have Claim, Challenge or Demand, any Dower or Thirds, or any other Right, Title, Claim or Demand, of, in or to the said Premises, but thereof and therefrom shall be utterly debarred and excluded for ever by these Presents. *In Witness, &c.*

Release from a Lessor to a Lessee (upon his surrendring his Lease) from all Covenants, &c. therein contained.

TO all, &c. *A.* &c. sends Greeting. *Whereas* the said *A.* by his Indenture of Lease under his Hand and Seal, bearing Date the, &c. did demise, grant and let unto *B.* &c. a Messuage, &c. in the Parish, &c. at a Pepper-corn Rent, for a certain Term of Years, of which about — Years are yet to come and undetermined, in which said Lease are contained Covenants for repairing the said Premises, and other Covenants, on the Part of the said *B.* to be performed: *And whereas* by Agreement between the said *A.* and *B.* the said *B.* hath delivered up the said recited Lease, and surrendred the same and all his Interest and Term, in and to the said House and Premises: *And therefore* know ye, that the said *A.* in Consideration thereof doth hereby for himself, his Heirs, Executors and Administrators remise, release, and for ever discharge the said *B.* his Executors, Administrators and Assigns, of and from all and every the Covenants and Agreements in the said recited Lease contained, by and on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns to be done and performed; and from all Actions, Suits, Costs, Charges, Payments, Damages, Claims and Demands whatsoever, in Law and Equity, for or concerning the same in any Manner of wife. *In Witness, &c.*

Release from Part-owners to a Master of a Ship upon settling Accounts, and their selling their Parts to him.

WE, the Part-owners of the *L. B.* Commander, do hereby severally declare, that we have examined and approved of the Account of the said Ship and her late Voyage in her Majesty's Service; and do also severally acknowledge to have received on the Day of the Date hereof, of and from the said *B.* our several full Shares, according to our Parts in the said Ship, subscribed with our Names hereunto, of the Sum of — *l.* for and in full Payment of and for our several Parts, as well of the said Ship, as of the Money

Money due to us respectively, for or on Account thereof, and of her late Voyage and Employment in her Majesty's Service, and in Consideration of our said respective Parts of the said Sum, and pursuant to our Agreement with the said *B.* we have severally, by Bill of Sale dated herewith, sold our several Parts of and in the said Ship to the said *B.* and do hereby declare, that we severally accept the same in full Payment and Discharge of the foregoing Accounts, and all other Accounts, Sums of Money, Claims and Demands, for or concerning the said Ship, or her late Voyage and Service aforesaid; and do hereby likewise severally release and discharge the said *B.* of and from the said Accounts, and our respective Parts and Shares of the Ballance *Bill for* — *I.* in the said Account mentioned, to be due and owing, and not yet made out, for the Service of the said Ship, and from all other Accounts, Suits, Sums of Money, Judgments, Executions, Claims and Demands in Law and Equity, for or concerning the said Ship, or her said late Voyage and Service aforesaid, in any Manner of wise; and do assign our respective Parts of and in the said Sum and Bill, to be made out as aforesaid unto the said *B.* to his and their own Use: *Witness our Hands and Seals here-unto set, &c.*

Release from Partners (upon the Determination of the Partnership and their settling Accounts) to one of them (that acted as Warehouse-keeper and Accountant) from all Debts, &c. concerning the Partnership.

TO all, &c. *A.* of, &c. *B. C. D. E. F.* of, &c. *G.* and *H.* &c. send Greeting. *Whereas* the said several Parties, together with *I.* of, &c. were lately by Covenants or Indentures in that Behalf interested in, and Partners together in the Art and Mystery of, &c. and a joint Stock for carrying on the said Art, during which said Partnership the said *I.* by the Consent of the rest of them the said Partners acted as their Warehouse-keeper, and received and paid several Sums of Money, and transacted several other Affairs and Business, for and on Account of the said Partnership: *And whereas* the said Partnership is determined, and they the said Partners have made up and adjusted all Accounts concerning the said Partnership, and the said *I.* hath also fully discharged himself to the rest of the said Partners, for all Monies, Goods and Things whatsoever, which at any Time or Times were received by him, or came to his Hands or Custody, of or belonging to the said Partnership; and they the said Partners have had and received their full Shares and Dividends of all the Stock whatsoever belonging there-unto: *Now therefore* know ye, that they the said *A. B. C.* &c. have, and each of them hath acquitted, released and for ever discharged; and by these Presents do, and each of them for himself, his Heirs, Executors and Administrators respectively, doth acquit, release and for ever discharge the said *I.* his Heirs, Executors and Administrators, of and from all Actions, Suits and Causes thereof, Debts, Dues, Sum and Sums of Money, Accounts, Reconings, Covenants, Contracts, Agreements, Specialties, Judgments, Extents, Executions, Claims and Demands whatsoever in Law or Equity, for or concerning the said late Copartnership, and all or any Matters or Things by him transacted and done, or otherwise relating thereunto, in any Manner of wise. *In Witness, &c.*

Release from two of the Partners on Behalf of the rest concerned in a joint Stock, &c. (to a Person that was bound by Articles to be as Agent or Supervisor of their Affairs) from all Covenants, &c. in the said Articles.

KNOW, &c. That A. &c. and B. &c. for themselves, and for and on the Behalf of all and every the Persons which are interested in the joint Stock, and Copper-works now at, &c. have remised, released and for ever discharged, and, &c. do for them, either and every of them, their, either, &c. Heirs, Executors and Administrators remise, &c. C. of, &c. his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause, &c. whatsoever at Law or Equity, for, upon or by Reason of certain Articles indented, bearing Date, &c. made or mentioned to be made between the said A. and B. for and on the Behalf of all and every the Persons which are or should be interested in the said joint Stock and Copper-works aforesaid of the one Part, and the said C. of the other Part; and as he the said C. was the Agent and Supervisor of the Affairs of the said joint Stock in the County of D. and any ways relating thereunto; and for or concerning all, every or any Covenants, Clauses or Agreements contained in the said Articles on the Part of the said C. to be performed, or otherwise, for or concerning any Transactions, Matters or Things relating there-unto, in any Manner of wise, to the Day of the Date of these Presents. *In Witness, &c.*

Another from C. to A. and B.] And all and every other the Persons which are interested in the said joint Stock and Copper-works, and either of them, their, either and every, &c. [*As the other.*]

Discharges.

Discharge from Creditors (to one that took out Letters of Administration to the Debtor) upon their receiving — 1. in Satisfaction of their Debts to be divided amongst them in Proportion to their Debts, and Covenant from them to refund in Proportion, in Case any Debts of the Deceased's should appear.

TO all, &c. A. B. C. D. E. F. G. H. &c. Creditors of O. &c. deceased, send Greeting. *Whereas* the said O. at the Time of his Decease owed and was indebted unto the several Persons aforesaid several Sums of Money, the Particulars whereof and of other Charges and Disbursements, on Account of the said O. are particularly mentioned in the Account hereunto annex'd: *And whereas* Q. of, &c. hath taken out Letters of Administration to the said O. and hath thereby received the Sum in the annex'd Account mentioned, and hath paid and divided the same amongst us the said Creditors in Proportion, according to our said Debts, which we are satisfied

satisfied is all that the Goods and Estate left by the said *O.* amounted unto: *Now therefore* know ye, that we the said Creditors do hereby severally acknowledge to have received on the Day of the Date hereof, of and from the said *Q.* Administrator of the Goods and Chattels of the said *O.* as aforesaid, our respective full proportionable Parts and Shares, according to the Debts to us severally due and owing by the said *O.* of the Sum of ——— *l.* of lawful, &c. remaining of the Estate of the said *O.* as in the said annex'd Account is mentioned, and therefore each of us the said Creditors for himself, his Heirs, Executors and Administrators and Partners, severally and respectively hath remised, released and for ever discharged, and by these Presents doth remise, &c. the said *Q.* as Administrator aforesaid, his Heirs, Executors and Administrators, of and from the said several Debts and Sums of Money so remaining due and owing to us respectively, by and from the said *O.* as aforesaid, and from all Manner of Actions, Suits, &c. which against the said *O.* or the said *Q.* as Administrator aforesaid (we or either of us ever had, now have, or that we, our Heirs, Executors or Administrators hereafter can, shall or may have) for, upon or by Reason of the Debts to us severally due and owing by the said *O.* deceased, or any other Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date of these Presents: And each of us the said Creditors doth for himself, his Executors, Administrators and Partners only and severally, and not jointly, nor one for the other, covenant, promise and agree, to and with the said *Q.* his Executors and Administrators, that if at any Time hereafter any other Debt, Debts, or Sums of Money shall appear to be due and owing by and from the said *O.* deceased, to any other Person or Persons other than what are mentioned in the said annex'd Account, and the same shall be demanded or recovered of the said *O.* his Executors or Administrators, that in such Case each of us the said Creditors shall and will upon Demand refund and pay, or cause to be paid unto the said *Q.* his Executors or Administrators, our respective proportionable Parts and Share, according to the Debts owing to us by the said *O.* as aforesaid, of all such Debt or Debts or Sums of Money which shall be so demanded or recovered of or from the said *Q.* his Executors or Administrators, or which he or they shall so pay as aforesaid, for or on Account of the said *O.* and of all Costs, Charges and Damages, for or by Reason of any such Debt or Debts, or any Suits or other Proceedings at Law or Equity, or otherwise concerning the same. *In Witness, &c.*

Covenant, in Case any Debts of the Deceased should appear, to refund in Proportion.

Discharge from Assignees of a Commission of Bankrupt to Persons that paid Money to them.

KNOW all, &c. That we *A.* and *B.* &c. Assignees, by Virtue of a Commission of Bankruptcy awarded against and with the Consent of *C.* of, &c. do acknowledge to have had and received on the Day of the Date hereof, of and from *D.* and *E.* &c. by the Hands of *F.* &c. the Sum of ——— *l.* of lawful, &c. being the Value of ——— Ryals, &c. and is in full Payment of all Monies due from the said *D.* and *E.* to the said *C.* on the Balance of Account between them; which said Sum of ——— *l.* so received as aforesaid, is for the Use of the Creditors of the said *C.* And therefore we the said *A.* and *B.* Assignees as aforesaid, and by Virtue of our Power in that Behalf do, and each of us doth acquit, release and for ever discharge the said

said *D.* and *E.* and either of them, their, and either of their Heirs, Executors and Administrators, of and from the said — Ryals, &c. received as aforesaid; and from all Actions, Suits, Accounts, Reckonings, Sum and Sums of Money, Judgments, Executions, Claims and Demands whatsoever, for or by Reason thereof, or of the said Accounts between them, and the said *C.* in any wise. *In Witness, &c.*

Receipt and Covenant of Indemnity, for a Sailer's Wages due for his Service on board a Ship.

KNOW all, &c. That I *A.* &c. do acknowledge to have received on the Day of the Date hereof, (for the Use of *B.* of, &c. Father and Executor of his Son *B. C.* late Mariner on board the Ship *H.* deceased) of and from *D.* &c. for himself, and the rest of the Part-owners of the said Ship *H.* the Sum of — *l.* being in full for the Wages due to the said *B. C.* for his Service on board the said Ship; and all other Accounts and Demands from the Owners of the said Ship: And I the said *A.* do hereby covenant and agree for my self, my Executors and Administrators, to and with the said *D.* for himself, and other the Part-owners of the said Ship *H.* that I will at all Times hereafter indemnify, and save harmless them, and every of them, from all Actions, Suits, Payments and Damages, for or concerning the said Wages, or the Payment thereof as aforesaid. *In Witness, &c.*

Discharge from Sailers, to a Master of a Ship, from their Wages.

WE, who have hereunto set our Hands and Seals, being Mariners on board the Ship *M.* Burthen about — Tuns, whereof *A.* is Master in her late Voyage from *N.* to *E.* and back again to the Port of *L.* have remised, released, and for ever discharged: And by, &c. do for us, our Heirs, Executors and Administrators, severally and respectively, and not jointly, nor one for the other, remise, release, and for ever discharge the said *A.* and all other the Owners of the said Ship, their Heirs, Executors and Administrators, of and from all, and all Manner of Action and Actions, Cause, &c. which against the said *A.* or any other the Owners of the said Ship, we or either, or any of us, ever had, now have, or which we, either or any of us, or our, either or any of our Heirs, Executors or Administrators hereafter, can, shall, or may have, for upon, or by Reason of any Claims or Demands for Wages, or any other Allowance for the Service performed by us, or any of us in the said Ship *M.* in her said late Voyage from *U.* to *E.* and back again to the Port of *H.* or for, upon, or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World, to the Day of the Date of these Presents. *In Witness, &c.*

Dis-

Discharge on Payment of Monies owing on a bottomry Bond which is lost, and Covenant to deliver it when found, and indemnify in the mean Time.

KNOW all, &c. That *A.* of, &c. doth hereby acknowledge to have had and received on the Day of the Date hereof, of and from *B.* &c. for and on the Behalf of *C.* &c. the Sum of — *l.* of lawful, &c. which said Sum the said *A.* doth hereby agree to accept, and doth declare is for and in full Payment and Satisfaction, of and for all Monies due and payable unto him, upon and by Virtue of a certain Bond or Obligation, under the Hand and Seal of the said *C.* and *D.* of, &c. dated the, &c. and to deliver up the said Bond to be cancelled; but the said Bond being at present mislaid: Therefore the said *A.* doth hereby for himself, his Executors and Administrators, acquit, release, and for ever discharge the said *C.* and *D.* and either of them their, and either of their Heirs, Executors and Administrators, of and from the said Bond or Obligation, and all Sum and Sums of Monies therein, and in the Condition thereof mentioned, and thereupon due and payable, and of and from all Actions, Suits, Payments, Costs, Charges, Judgments, Extents, Executions, Claims and Demands in Law and Equity, for and concerning the same in any manner of wife: And the said *A.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *C.* and *D.* and either of them, their, and either of their Executors and Administrators; that when and as soon as the said Bond or Obligation shall be found, or come to his or their Hands or Possession, or to the Hands or Possession of any other Person or Persons, to his Knowledge, or for his Use, he and they shall and will deliver, or cause and procure the same to be delivered up to the said *C.* and *D.* their Heirs, Executors or Administrators, or to some or one of them to be cancelled: And will also in the mean Time, and until the same shall be so found and delivered up (at his and their own Charge) indemnify the said *C.* and *D.* their Heirs, Executors and Administrators, and either and every of them therefrom, and from all or any Actions, Suits, Costs, Charges, Payments and Damages, for or in any wise concerning the same. *In Witness, &c.*

Another.

TO all, &c. *A.* &c. sends greeting: *Whereas* *B.* &c. by Obligation under his Hand and Seal, bearing Date, &c. became bound unto the said *A.* in the penal Sum of — *l.* of lawful, &c. conditioned for Payment of the Sum of — *l.* of like Money, on the Arrival of the Ship *R.* Burthen about — Tuns, in the River of *Thames*, from her then intended Voyage to *E.* which said Sum of — *l.* the said *B.* hath before Sealing hereof fully paid, and satisfied unto the said *A.* The Receipt whereof the said *A.* doth hereby acknowledge, but the said Bond or Obligation is at present mislaid, and cannot as it ought to be delivered up to the said *B.* to be cancelled: *Now therefore*, know ye, that the said *A.* doth hereby for himself, his Executors and Administrators, acquit, release, and discharge the said *B.* his Heirs, Executors and Administrators, of and from the said recited Bond or Obliga-

Obligation, and all Sum and Sums of Monies therein, and in the Condition thereof mentioned; and of and from all Actions, Suits, Sums of Money, Payments, Costs, &c. [*The rest the same as the other.*]

Discharge and Covenant of Indemnity for Writings delivered.

KNOW all, &c. That I *A.* of, &c. one of the Executors of the last Will and Testament of *B.* late, &c. do hereby acknowledge to have had and received on the Day of the Date hereof, of *C.* &c. the several Things following, *viz.* *A.* Mortgage, &c. which said several Writings and other Things were left in the Hands of the said *C.* by the said *B.* deceased; of and from which said Writings and Things so before respectively mentioned and received, and from all Accounts, Claims and Demands, for or concerning the same *J.* the said *A.* do hereby acquit, release, and discharge the said *C.* his Executors and Administrators for ever by these Presents: And I the said *A.* do hereby for my self, my Executors and Administrators, covenant, promise and agree, to and with the said *C.* his Executors and Administrators, That I the said *A.* my Executors and Administrators, shall and will at all Times hereafter, save and keep harmless, and indemnify'd the said *C.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Actions, Suits, Costs, Charges, Payments, Damages and Demands, for or concerning the said Writings and Things before-mentioned, or his delivering the same to me as aforesaid. *In Witness, &c.*

Discharge for the Consideration-Money of the Purchase of Copyhold Lands.

KNOW all, &c. That I *A.* of, &c. do acknowledge to have had and received on the Day of the Date hereof, of and from *B.* &c. the Sum of —/ of lawful, &c. being the Consideration by him paid, and is in full for the absolute Purchase of the Moiety, or half Part of a Copyhold, Messuage or Tenement, with the Orchard, Gardens, Out-houses, and Appurtenances thereunto belonging, within the Manor of *H.* in the County of *M.* now or late in the Occupation of *L.* sold and surrender'd by me the said *A.* to the said *B.* his Heirs and Assigns, of and from which said Sum of —/ and every Part thereof, and of and from all Actions, Suits, Judgments, Executions, Extents, Claims and Demands whatsoever in Law and Equity, for and concerning the same, I the said *A.* do hereby for my self, my Heirs, Executors, Administrators and Assigns, release, acquit, and for ever discharge the said *B.* his Heirs, Executors, Administrators and Assigns for ever, by these Presents. *In Witness, &c.*

Dis-

Discharge endorsed from Proprietors of a Ship and Cargo, (upon a Factor's taking 2 l. per Cent. more for Commission than Agreement in J.) to another Person upon paying back the same in England.

WHEREAS *A.* and *B.* within-named, (who solely acted as Factors in the Sale of Negro's, and making the Return for the Produce thereof, as is within-mentioned) did in their Accounts concerning the said Factoridge, charge and deduct 10 l. per Cent. for their Commission, notwithstanding by Deed or Writing within contained, they are allowed to charge and deduct but 8 l. per Cent. for their said Commission; which Overcharge of 2 l. per Cent. amounting to — l. *Jamaica* Money being not allowed of by the Proprietors in the within-mentioned Ship and Cargo, their respective Parts thereof is paid and made good to the several Persons, and for the several Parts of and in the said Ship, hereunder written by *C.* of, &c. one of the Executors of the said *A.* since deceased. Now therefore, we whose Hands and Seals are hereunto set, do hereby severally acknowledge to have had and received, at or before Sealing and Delivery hereof, of and from the said *C.* Executors as aforesaid, our several full Parts and Proportions, according to the several Parts of and in the said Ship, and her Cargo and Produce thereof, to us severally belonging, by us respectively underwritten, with our Names to these Presents, of the Sum of — l. of lawful, &c. being the Produce of the said — l. *Jamaica* Money discounting thereout after the Rate of — l. per Cent. for the Exchange thereof: And therefore we do severally discharge the said *C.* Executor as aforesaid; and all other the Executors of the said *A.* their Executors and Administrators of and from the said several Parts of the said Sum of — l. so by us respectively received, and all Actions, Suits, Accounts and Demands concerning the said Sum of — l. In Witness, &c.

Discharge for Monies paid as Ballance on settling Accounts.

KNOW all, &c. That I *A.* &c. the Widow and Executrix of *B. A.* and Sister, and also Executrix of *C.* late of *Moscow*, Merchants and Copartners, deceased, do acknowledge to have had and received before the Day of the Date hereof, of and from *D.* of, &c. the Sum of — l. for and in full Payment and Satisfaction of and for — Rubles, being the Ballance of Accounts due from the said *D.* to *B. A.* and *C.* deceased, and payable to me the said *A.* as Executrix to them both as aforesaid: And therefore I have released and acquitted; and do hereby as Executrix aforesaid, release, acquit, and for ever discharge the said *D.* his Heirs, Executors and Administrators, of and from the said Accounts, late depending between the said *B. A. C.* and *D.* and from the said Ballance thereof by him paid as aforesaid: And from all Actions, Suits and Causes thereof, Debts, Dues, Reckonings, Accounts, Sum and Sums of Money, Bills, Specialties, Judgments, Executions, Claims and Demands whatsoever in Law and Equity, as well for and concerning the said Accounts so lately depending, and now adjusted, settled, and by him satisfied as aforesaid, as for or concerning any other Matter, Cause or Thing whatsoever, from the Beginning of the World, to the Day of the Date hereof. In Witness, &c.

X x

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Discharge from an Account in Administration to one who acted during another's Minority.

TO all, &c. *A. Junior* of, &c. Administrator of his Mother *B. A.* deceased, who was Executrix of his Father *C. A.* also deceased, sends Greeting: *Whereas A. Senior* of, &c. Uncle of the said *A. Jun.* did in the Minority of the said *A. Jun.* take out Letters of Administration of the Goods and Chattels of the said *B. A.* deceased, for the Benefit of the said *A. Jun.* and the other Children of the said *B. A.* And whereas the said *A. Junior*, having attained the Age of Twenty-one Years, the said *A. Senior* hath resigned up his said Administration and Trust aforesaid, to the said *A. Junior*; and Letters of Administration *de bonis non*, &c. are granted to the said *A. Junior*, of the said *B. A.* his Mother; and as she was Executrix aforesaid for himself, and in Trust, and for the Benefit of his Brothers and Sisters Children of the said *B. A.* and *C. A.* deceased: And whereas the said *A. Sen.* and *A. Jun.* Administrators as aforesaid, have on the Date hereof made up and adjusted all Accounts, Matters and Things of and concerning all Monies received, paid, and disbursed by the said *A. Senior*, as Administrator aforesaid; and of all other the Estate whatsoever, of or belonging to the said *B. A.* and *C. A.* deceased, or either of them which have been received, or came to the Hand or Disposition of the said *A. Senior*; and upon adjusting the said Accounts, there appears to be remaining in the Hands of the said *A. Senior*, the Sum of — *l.* in Money, and one Bond under the Hand and Seal of *E.* of, &c. for — *l.* principal Money; whereupon there is Interest due, from which said Sums of — *l.* and Bond, the said *A. Sen.* hath on the Date hereof paid, and delivered to the said *A. Junior*, as Administrator aforesaid, and for the Use and Benefit of himself, and of *F. G. H.* and *J.* his Brothers and Sisters; the Receipt whereof the said *A. Jun.* doth hereby acknowledge the same, being in full of all Monies, and other the Estate whatsoever, which is now remaining in the Hands of the said *A. Sen.* as he was Administrator aforesaid, and due and belonging to the said *A. Jun.* and his Brothers and Sisters as aforesaid: And therefore the said *A. Junior* doth hereby as Administrator aforesaid, for himself, his Executors and Administrators, remise, release, and for ever discharge the said *A. Senior*, his Executors and Administrators, of and from the said Accounts, and the said Bond and Money before received; and all Actions, Suits, Judgments, Executions, Claims and Demands whatsoever, for or concerning the same, or for or concerning the Estate of the said *B. A.* and *C. A.* or either of them, as the said *A. Senior* was Administrator aforesaid, in any Manner of wise. *In, &c.*

Discharge for a Legacy.

KNOW, &c. That I *A. &c.* do acknowledge to have had and received on the Day of the Date hereof, of and from my Father *B. A.* of, &c. Executor of the last Will and Testament, of my Aunt *D.* late, &c. the Sum or Legacy of — *l.* of lawful, &c. given and bequeathed to me, in and by the last Will and Testament of the said *D.* deceased; of and from which said Sum or Legacy of — *l.* and every Part thereof, and from all Actions, Suits, Judgments, Extents, Executions, Claims and Demands whatsoever

soever in Law and Equity, for and concerning the same, I the said *A.* do hereby for my self, my Executors and Administrators, acquit, release, and for ever discharge the said *B.* *A.* his Executors and Administrators, and every of them for ever, by these Presents. *In Witness, &c.*

Discharge from a Man and his Wife for a Legacy.

KNOW all, &c. That *A.* &c. and *B.* his Wife, the Daughter of *C.* of, &c. and *D.* his Wife, do acknowledge to have had and received on the Day of the Date hereof, of and from the said *C.* and *D.* his Wife; which said *D.* is Executrix of the last Will and Testament of *E.* &c. the Sum of — *l.* of lawful, &c. being in full of the Sum or Legacy of — *l.* given to the said *B.* Wife of the said *A.* by the said last Will of the said *E.* as the said *B.* is one of the six Children of the said *C.* and *D.* his Wife, besides the Son *L.* therein-mentioned, of and from which said Legacy of — *l.* and all Actions, Suits, &c. the said *A.* and *B.* his Wife do, &c.

*Discharge for a Legacy, and — *l.* more for Mourning.*

KNOW, &c. That I *A.* do acknowledge to have had and received on the Day of the Date hereof, of and from my Sister *A. B.* of, &c. the acting Executrix of the last Will and Testament of my late Sister *B. A.* late of, &c. the Sum of — *l.* or Legacy of — *l.* of lawful, &c. and — *l.* more of like Money for Mourning, severally given and bequeathed to me, in and by the last Will and Testament of my said Sister *B. A.* deceased, of and from which said several Sums of — *l.* and — *l.* and either of them, and every Part thereof; and from all Actions, Suits, &c. as the other. [*Leaving out Law and Equity, if minded.*]

Discharge from Man and his Wife for a Legacy given her by her former Husband.

KNOW, &c. That *A.* &c. and *B.* his Wife, which said *B.* was the late Wife and Relict of *C.* of, &c. do acknowledge to have had and received on the Day of the Date hereof, of and from *D.* and *E.* &c. Executors of the last Will and Testament of the said *C.* deceased, the Sum of — *l.* of lawful, &c. being in full of the like Sum or Legacy of — *l.* given and bequeathed to the said *B.* the now Wife of the said *A.* in and by the last Will and Testament of the said *C.* deceased: The Receipt of which said Sum of — *l.* they the said *A.* and *B.* his Wife do hereby acknowledge; and therefore they the said *A.* and *B.* his Wife, do hereby for themselves, their Executors and Administrators, acquit, release, and for ever discharge the said *D.* and *E.* Executors, as aforesaid, their Executors and Administrators, and either and every of them, of and from the said Sum or Legacy of — *l.* so given to the said *B.* now the Wife of the said *A.* and by them received as aforesaid; and of and from all Actions, &c. in any Manner of wife. *In Witness, &c.*

Discharge for a Silver Tankard given for a Legacy.

KNOW, &c. That I *A.* &c. Son of *A. B.* &c. deceased, do hereby acknowledge to have received on the Day, &c. of and from *C.* of, &c. Executors of the last Will and Testament of *D.* &c. a Silver Tankard of the Value of — in full of a Legacy of a Silver Tankard given me in, and by the Will of the said *D.* deceased; of and from which Legacy, and all Actions, Suits, Executions, Claims and Demands concerning the same: I the said *A.* do acquit, release, and discharge the said *C.* his Executors and Administrators, and every of them for ever, by these Presents. *In, &c.*

Discharge and Covenant of Indemnity from a Father for a Legacy given his four Daughters, they being in Minority.

KNOW all, &c. That I *A.* of, &c. Brother of *B.* late of, &c. deceased, do acknowledge to have had and received on the Day of the Date hereof, of and from *C.* and *D.* of, &c. Executors of the last Will and Testament of the said *B.* for the Use of my four Daughters *E. F. G.* and *H. A.* (being all of them under the Age of Twenty-one Years, and unmarried;) all the wearing Apparel, both Linen and Woollen, of and belonging to the said *B.* at the Time of her Decease, and which she gave and bequeathed unto and amongst my said four Daughters equally, in and by her said last Will and Testament; of and from which said Legacy and Bequest, and every Part thereof, and all Actions, Suits, Claims and Demands in Law and Equity concerning the same, and every Part thereof, I the said *A.* do hereby for and on the Behalf of my said four Daughters, either and every of them respectively, acquit, release, and discharge the said *C.* and *D.* Executors, as aforesaid, their Executors and Administrators, and either and every of them for ever, by these Presents: And I the said *A.* do hereby for me, my Executors and Administrators, covenant and agree, to and with the said *C.* and *D.* their Executors and Administrators, and either of them, That I the said *A.* my Executors and Administrators, will at all Times hereafter, save, and keep harmless, and undempnify'd the said *C.* and *D.* their Executors and Administrators, and either of them, their, and either of their Lands, Tenements, Goods and Chattels; and of and from all Actions, Suits, Charges, Damages, Claims and Demands, for or concerning the said Apparel so given unto my said Daughters, and by me received for their Use as aforesaid, in any Manner of wise. *In Witness, &c.*

Discharge for a Person's Share of a deceased Person's personal Estate.

KNOW all, &c. That I *A.* &c. do acknowledge to have had and received on or before the Day, &c. of and from my Brother *B.* of, &c. Administrator of the Goods and Chattels of my late Sister, and late of, &c. deceased, the Sum of — £. of lawful, &c. being the full Part and Share due and

and belonging to me the said *A.* of the remaining personal Estate of the said *C.* deceased, after Deduction of the said Debts owing by the said *C.* her Funeral Charges, and other Charges and Expences in and about the said Estate: And therefore I the said *A.* do hereby for my self, my Executors and Administrators, acquit, release, and for ever discharge the said *B.* Administrator as aforesaid, his Executors and Administrators, and every of them, of and from the said Sum of — *l.* and every Part thereof; and all Actions, Suits, Accounts, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, for or in any wise concerning the same, or any my Part or Share whatsoever, of, in, or to the said Estate of my said late Sister *C.* deceased. *In Witness, &c.*

Another.

KNOW all, *&c.* That *A.* of, *&c.* and *B.* his Wife, one of the Daughters of *C. B.* late, *&c.* deceased, and *D.* his Wife, do acknowledge to have had and received on the Day of the Date of these Presents, of and from the said *D.* their Mother, the Sum of — *l.* of lawful, *&c.* in full of the said Share and Proportion of and due, payable, coming, or belonging unto her the said *B.* by and out of all or any the Monies, Goods and Estate whatsoever of *E.* late of, *&c.* deceased, by Virtue of her last Will and Testament, or otherwise, howsoever: And therefore the said *A.* and *B.* his Wife, do hereby acquit, release, and discharge the said *D.* her Heirs, Executors and Administrators, of and from the said — *l.* so received as aforesaid; and all the said Share and Proportion of and due, payable or belonging to her the said *B.* of and in all, or any the Monies, Goods or Estate whatsoever of her the said *E.* deceased, by Virtue of her last Will aforesaid, or otherwise howsoever; and from all Actions, Suits, Judgments, Executions, Claims and Demands in Law and Equity concerning the same. *In Witness, &c.*

Discharge for a Sum of Money, being his Share of the Residue of personal Estate.

KNOW all, That I *A.* of, *&c.* do hereby acknowledge to have had and received on the Day of the Date hereof, of and from *B. &c.* Executor of the last Will and Testament of *C.* late, *&c.* the Sum of — *l.* being my full Part and Share of and in all the Residue of the Goods, Chattels, Debts, Monies and Estate, given and bequeathed in and by the Will of the said *C.* deceased, unto and amongst his Cousins *D.* me the said *A.* *E.* and *F.* of and from which said Sum of — *l.* and all Actions, Suits, *&c.* concerning the same, or any the Estate whatsoever of the said *C.* deceased, I the said *A.* do hereby for me, my Executors and Administrators, acquit, release, and discharge the said *B.* as Executor aforesaid, his Heirs, Executors and Administrators for ever, by these Presents. *In Witness, &c.*

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Discharge for a Sum of Money left for a Legacy, and for another Sum, being his Share of the personal Estate of the Deceased, except his Share of a certain Sum, yet standing out.

KNOW all, &c. That I *A.* of, &c. do acknowledge to have had and received on or before the Day, &c. of my Brother *B.* of, &c. Executor of the last Will and Testament of my late Father *C.* deceased, the Sum of — *l.* in Money; and also acknowledge that my Brother has deliver'd me up to be cancelled, a Bond under my Hand and Seal, dated the, &c. whereby I am and stand bound to my said late Father, for Payment of — *l.* which said Sums make together — *l.* and is in full of the particular Sum or Legacy of — *l.* given me by the said Will of my said Father (the said — *l.* being included by my said Father to be Part thereof:) And I do also acknowledge that I allow and approve of the Account of and concerning the Goods, Chattels, ready Money, and other Things of and belonging to the Estate of the said *C.* my Father, and of the Money which hath been paid and expended, and is to be paid by the said *B.* my Brother, as Executor aforesaid, mentioned and expressed in the Account concerning the same, made up and adjusted the — Day of, &c. and is signed by *D. E.* and *F.* Overseers appointed by my said Father's Will; and that I have had and received of my said Brother, as Executor as aforesaid, at several Times before the Date hereof, the Sum of — *l.* which is my full third Part of the residuary Part of my said Father's personal Estate, after all Debts, Legacies and Charges, deducted and allowed, as in the said Account is mentioned, which is given, due, coming, payable or belonging to me, by Virtue of the said Will of my said Father: And therefore I the said *A.* do by these Presents release, acquit, and for ever discharge the said *B.* Executor, as aforesaid, his Heirs, Executors and Administrators, of and from the said Legacy of — *l.* and of and from the said third Part of the residuary Estate of my said late Father, which are by his said Will given, due and payable to me, as therein is mentioned; and of and from all Actions, Suits and Causes thereof, Accounts, Reckonings, Sums of Money, Dues, Judgments, Executions, Claims and Demands whatsoever in Law and Equity, for or concerning the same, or either of them, by Virtue of the said Will of my said late Father, deceased, or otherwise howsoever, in any Manner of wise, (my third Part of the Sum of — *l.* which is standing out in Debts which are desperate, and are mentioned and endorsed on the said Account, if the same, or any Part thereof shall be received, only excepted.) *In Witness, &c.*

Discharge for a Legacy, and Covenant to refund in Proportion, in case the Deceased's Estate should fall short to pay the rest of the Legatees.

KNOW all, &c. That I *A.* of, &c. do hereby acknowledge to have this Day received of and from *B.* of, &c. and *C.* his Wife, Executrix of the last Will and Testament of *D.* of, &c. deceased, the full Sum of — *l.* of lawful, &c. being a Legacy given unto me the said *A.* by the said *D.* in and

and by the said Will; of which said Sum of — *l.* and all Claims and Demands concerning the same, I the said *A.* do acquit and discharge the said *B.* Covenant to refund: and *C.* his Wife, Executrix as aforesaid, their Heirs, Executors and Administrators, and every of them for ever by these Presents: And I the said *A.* do hereby for my self, my Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *B.* and *C.* his Wife, their Executors and Administrators, That if by Reason of Losses, the Estate of the said *D.* shall fall short, and not be sufficient fully to pay the several Legacies therein given; That then and in such Case I the said *A.* my Executors, Administrators or Assigns, shall and will refund and pay back unto the said *B.* and *C.* his Wife, their Executors or Administrators, a proportionable Part and Share thereof, according to the said Legacy of — *l.* to make the same equal in Proportion, with all other Legacies or Sums of Money by the said Will given, according to the true Intent and Meaning of the said Will. *In Witness, &c.*
[Note there is a Bond to refund among the Bonds.]

Discharge for a Person's Share of a deceased Person's personal Estate, (that was given between five) and one of them supposed to be dead) on dividing his Share amongst the four) and Covenant to refund in case he be not dead.

KNOW all, &c. That *A.* &c. and *B.* his Wife, the Sister of *D.* deceased, do acknowledge to have received of *C.* of, &c. Administratrix of the said *D.* deceased, the Sum of — *l.* being the full fifth Part of — *l.* the neat Estate remaining of the said *D.* in the Hands of the said *C.* after Deduction of the Debts owing by the said *D.* and his Funeral Charges, and other Disbursements concerning the said Estate, and which is to be divided between *E.* Brother of the said *D.* (if living) and to the said *C. F. G.* now Wife of *H.* and her the said *B.* Sisters of the said *D.* or to the said *C. F. G.* Wife of the said *H.* and *B.* now Wife of the said *A.* if the said *E.* be dead: And the said *A.* and *B.* his Wife, do acknowledge to have received of the said *C.* — *l.* being one fourth Part of the Sum of — *l.* the fifth Part or Share of the said Estate of the said *D.* due or belonging to the said *E.* Brother of the said *D.* who is or is supposed to be dead; of and from which said several Sums of — *l.* and — *l.* and of and from all Actions, Suits, Covenant to refund, in case a Person be not dead: &c. for or concerning the same, or any other the Estate of the said *D.* deceased, They the said *A.* and *B.* his Wife, for themselves, their Executors and Administrators, do, and either of them doth hereby acquit, release, and for ever discharge the said *C.* her Executors and Administrators for ever, by these Presents: And the said *A.* for himself, and the said *B.* his Wife, their Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *C.* her Executors, Administrators and Assigns, that in case the said *E.* is living on the Day of the Date of these Presents, or was living at the Time of the Decease of the said *D.* and that he the said *E.* or any other Person or Persons claiming under him, or for his Use, or otherwise by any Authority or Right in that Behalf, shall demand the said *E.*'s fifth Part of the Estate of the said *D.* that then and in such Case he the said *A.* and *B.* his Wife, his or their Executors or Administrators, or some of them, shall and will, well and truly refund and repay, or cause to be paid unto the said *C.* her Executors, Administrators or Assigns, the said Sum of — *l.* so by them received for the said fourth Part of the said *E.*'s fifth Part of the said Estate of the said *D.* as aforesaid. *In Witness, &c.*

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*Discharge from a Legatee, though not of Age for a Legacy, it being specified in the Will, that 1000*l.* with Interest should be paid within six Months after the Testator's Death, and the Remainder at his Age of Twenty-one.*

TO all, &c. *A.* of, &c. Son of *B.* late of, &c. deceased, sends greeting: Whereas the said *B.* made his last Will and Testament in Writing, bearing Date, &c. and thereby did give to the said *A.* his Son, the Sum of 2000*l.* of lawful, &c. 1000*l.* thereof, with Interest for the same, the said *B.* ordered should be paid to the said *A.* at the End of six Months after the Decease of him the said *B.* and the remaining 1000*l.* at his Age of Twenty-one Years: And that the said *A.*'s Discharge for the first 1000*l.* if he should not be of full Age when the same should happen to become due, should notwithstanding be a good Discharge to his Executors: And whereas *C.* and *D.* two of the Executors, named in the said recited last Will of the said *B.* duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*, and took upon them the Execution thereof. *Now know ye*, that the said *A.* doth hereby acknowledge to have had and received on the Day of the Date hereof, of and from the said *C.* and *D.* the acting Executors of the last Will of the said *B.* deceased, the Sum of 1000*l.* Part of the said Sum of 2000*l.* given and payable to him, in and by the last Will and Testament of the said *B.* his Father, deceased, as aforesaid, and doth also acknowledge to have had and received on or before the Date hereof, all Money due for Interest of the said Sum, from the Decease of the said *B.* to the Day of the Date of these Presents: And therefore the said *A.* doth by these Presents for himself, his Heirs, Executors and Administrators, acquit, release, and for ever discharge the said *C.* and *D.* Executors, as aforesaid, their Executors and Administrators, and either and every of them, of and from the said Sum of 1000*l.* Part of the said Legacy or Sum of 2000*l.* to him given by the said Will of his said Father, as aforesaid; and all Interest of the said 1000*l.* to the Day of the Date of these Presents; and of and from all Actions, Suits, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, for or concerning the same. *In Witness, &c.*

*Discharge from a Trustee for a Sum of Money, it being specified in the Will, that 200*l.* should be paid to him in Trust, to pay the Profits to other Persons.*

TO all, &c. *I A.* Son in Law of *B.* late, &c. deceased, send greeting: *Recital of a Clause in the Will.* Whereas the said *B.* did in and by his last Will, dated the, &c. give unto his Son *C.* the Sum of 1000*l.* of lawful, &c. upon the several Trusts in the said Will mentioned; and (*inter al'*) in Trust to pay unto me the said *A.* the Sum of 200*l.* Part of the said Sum of 1000*l.* after the Decease of the Testator's Wife *D.* in Trust to be by me the said *A.* placed out at Interest, for the separate Use and Benefit of his Daughter *E.* Wife of *F. E.* and her Children, so soon as conveniently it can be, after my Receipt of the same: And that the Interest thereof should be paid to the proper Hands of his

his said Daughter *E.* during her Life, and for and upon other Trusts and Purposes concerning the said 200*l.* in the said Will particularly mentioned; of which Will the said *B.* made and appointed the said *C.* sole Executor; as thereby, Relation being thereunto had, more fully may appear. *And whereas* the said *D.* the Wife of the said *B.* the Testator, is since dead; and the said Sum of 200*l.* is become payable unto me the said *A.* for and upon the several Trusts and Purposes in the said Will mentioned and appointed concerning the same. *Now these Presents* witness, That I the said *A.* do hereby acknowledge to have had and received on the Day of the Date hereof, of and from the aforesaid *C.* (except as aforesaid) the said Sum of — *l.* so in and by the said Will of the said *B.* given and appointed to be paid to me the said *A.* for the Use and Benefit of the said *E.* Daughter of the said *B.* and now Wife of the said *F. E.* and her Children pursuant to the said recited Will; and for and upon the several Trusts and Purposes therein declared and appointed concerning the same: And therefore I the said *A.* as much as in me lies, do hereby acquit, release, and discharge the said *C.* his Heirs, Executors and Administrators, of and from the said Sum of 200*l.* and every Part thereof; and from all Actions, Suits, Payments, Costs, Charges, Extents, Executions, Claims and Demands concerning the same. *In Witness, &c.* [Let *E.* see the Money paid, and she subscribe her Name as a Witness.]

Discharge from a Son to his Father for a Legacy, it being paid to his Father for the Son's Use, until he came of Age; and for another Sum that came to him by his Brother's Decease.

KNOW all, &c. That I *A.* Son of *B.* of, &c. do hereby acknowledge to have received at and before the Sealing of these Presents of my said Father, the Sum of — *l.* of lawful, &c. being in full of so much bequeathed unto me by my Grandfather *C.* late of *L.* &c. deceased, by his Last Will; and which by his said Will the Executors of my Grandfather were directed and appointed to pay unto my said Father for my Use, until I attained the Age of Twenty-one Years, and which — *l.* was accordingly paid into the Hands of my said Father, and of which I am satisfied he hath made no Improvement or Interest: I also acknowledge to have received of my said Father, the further Sum of — *l.* of lawful, &c. being my full Part and Share of what is now due and coming to me, of the Sum of — *l.* given unto my Brother *E.* deceased, by the said Will of my said Grandfather, payable to my said Brother, at the Age of Twenty-one Years; and in case of his Decease before that Age, then to all the surviving Children of my said Father, equally at their Ages of Twenty-one Years: And I also hereby, (having attained to the Age of Twenty-one Years) of and from the said two several Sums of — *l.* and — *l.* and all Claims and Demands for and touching the same, or by Reason thereof, release, acquit, and discharge as well the said *B.* my Father, his Executors and Administrators, as also the Executors of the said *C.* my Grandfather. *In Witness, &c.*

*Discharge (from a Husband) for a Legacy given his Wife,
the Will recited.*

Recital
of a
Clause in
the Will.

TO all, &c. *A.* of, &c. who married *B.* Daughter of *C. B.* late of, &c. deceased, send Greeting. *Whereas D.* late of, &c. deceased, by his last Will and Testament in Writing, bearing Date, &c. (amongst other Legacies) gave and bequeathed unto the said *B.* Wife of the said *A.* by the Name of *B. B.* Daughter of the said *C. B.* late of, &c. the Sum of ——— *l.* Sterling, to be paid her when she arrived to the Age of 20 Years, as thereby, Relation, &c. *And whereas* the said *B. B.* now the Wife of the said *A.* did attain the said Age of 20 Years, on or about the, &c. last past before the Date hereof: *Now know ye*, that the said *A.* doth hereby acknowledge to have had and received, at or before Sealing and Delivery of these Presents, of and from *E. F.* and *G.* of, &c. the surviving Executors of the said last Will of the said *D.* deceased, the Sum or Legacy of ——— *l.* of lawful, &c. so given to the said *B.* now the Wife of the said *A.* in and by the last Will of the said *D.* deceased: *And therefore* the said *A.* doth hereby for himself, his Heirs, Executors and Administrators, acquit, release and discharge the said *E. F.* and *G.* their Heirs, Executors and Administrators, and either and every of them respectively, of and from the said Sum or Legacy of 500 *l.* and every Part thereof, and from all Actions, Suits, Judgments, Executions, Claims and Demands whatsoever, for or in any wise concerning the same. *In Witness, &c.*

Discharge from a Husband in Right of his Wife, to an Administrator during his Wife's Minority, for a Sum of Money, being her Moiety of her Father's personal Estate; and for another Sum, being her Moiety of Principal and Interest due on a Mortgage; and they declare they allow of his Account above-written.

KNOW all, &c. That *A.* &c. and *B.* his Wife, one of the Daughters of *C.* late of, &c. deceased, to whom the said *A.* is Administrator in Right of the said *B.* do acknowledge that *H.* of, &c. Administrator, with the Will annex'd of the said *C.* during the Minority of the said *B.* now Wife of the said *A.* and of *D. C.* the other Daughter of the said *C.* and Guardians to the said *B.* and *D. C.* hath on the Day of the Date hereof accounted with them for the Estate of their said Father, which came to the Hands of the said *H.* and that they have examined, and do allow and approve of the Account thereof above-written, and the several Receipts and Payments therein mentioned: And they do also acknowledge that on the Day of the Date hereof they have had and received of the said *H.* the Sum of ——— *l.* the Ballance due on the said Account; which together with the Sum of ——— *l.* being the said *B. C.*'s full half Part of the Sum of ——— *l.* principal Money remaining due on the Mortgage from Mr. *K. L.* above-mentioned, and Interest of the said ——— *l.* from the ——— Day of ——— now last past; which the said *H.* by Writing under Hand and Seal dated herewith hath declared doth belong unto the said *A.* in Right of his said Wife, the said *A.* and *B.* his Wife do hereby

hereby acknowledge and declare is the full Moiety or half Part belonging to the said *B.* now Wife of the said *A.* of and in the Estate of the said *C.* deceased, which is come to the Hands of, and hath been received by the said *H.* as Administrator aforesaid, or otherwise howsoever; and therefore the said *A.* and the said *B.* his Wife for themselves, their Heirs, Executors and Administrators have remised, released, acquitted, and for ever discharged; and by these Presents do remise, release, &c. the said *H.* his Heirs, Executors and Administrators, of and from the said Moiety or half Part and Share of and in the Estate of the said *C.* late Father of the said *B.* deceased, which hath at any Time or Times come to the Hands of, or been received by the said *H.* as Administrator and Guardian aforesaid, or otherwise, and due, payable or belonging unto the said *A.* and *B.* his Wife (except as hereafter is excepted); and of and from all Actions and Suits, the above-written Account, and all other or further Accounts, Reckonings, Sums of Money, Payments, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, for, about or concerning the said *B.*'s Moiety, or half Part of her said late Father's Estate, as aforesaid, or any Part thereof, except the aforesaid Writing or Declaration concerning her Moiety of the — *l.* and Interest due on the said Mortgage from the said *K. L.* and the Covenants therein contained on the Part of the said *H.* his Executors and Administrators to be performed. *In Witness, &c.*

Discharge from a Person that lately attained his Age for a Sum of Money, upon making up Accounts concerning his Legacy (to a Person that married the Testator's Relict) and from a Bond that he entred into for Payment of the said Legacy) and another Discharge from the Obligees, being the Trustees for the Legatee till he came of Age.

WHEREAS *A. B.* of, &c. and *C. D.* Son of *E. D.* late, &c. deceased, who hath now attained the full Age of 21 Years, have accounted together concerning Monies due to him the said *C. D.* from the said *A. B.* who married *F. D.* Mother of the said *C. D.* and Relict of the said *E. D.* and there remains due to the said *C.* 100 *l.* of the Sum of 233 *l.* 6 *s.* 8 *d.* for which the said *A. B.* gave Bond unto *H. I.* of, &c. and *K. L.* &c. for the Use of the said *C.* the remaining 133 *l.* 6 *s.* 8 *d.* being disbursed, for and on Account of the said *C.* in placing him forth Apprentice, and otherwise by and with the Approbation of the said *H. I.* and *K. L.* the Particulars of which Account is endorsed on the Back of these Presents: And there is also due to the said *C.* from the said *A. B.* by Bond under his Hand and Seal 66 *l.* 13 *s.* 4 *d.* And whereas the said Bond so given by the said *A. B.* for the said 233 *l.* 6 *s.* 8 *d.* is lost or mislaid that it cannot be delivered up to be cancelled: Now know all, &c. That the said *C.* doth acknowledge to have had and received of the said *A. B.* before or at Sealing these Presents, the Sum of 100 *l.* so remaining of the said 233 *l.* 6 *s.* 8 *d.* or Security to his liking for the same, hath released, acquitted and discharged, and by, &c. doth release, &c. the said *A. B.* his Heirs, Executors and Administrators, of and from all and all Manner of Actions, and Suits, and Causes of Actions, and Suits, Debts, Dues, Sums of Money, Accounts, Reckonings, Bonds, Bills, Judgments, Extents, Executions, Claims and Demands whatsoever, as well and

concerning all or any Orphanage and Child's Part, Share, Interest, Legacy, Claim and Demand of the said *C.* out of, in or to the Estate of the said *E. D.* deceased, by his Father's last Will, or otherwise, as for, upon and concerning any other Account, Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents, except the last-mentioned Bond for the said 66 *l.* 13 *s.* 4 *d.* and the Money thereon due, which is still unpaid: And they the said *H. I.* and *K. L.* at the Request of the said *C. D.* testified by his Signing and Sealing these Presents do, and each of them doth hereby release, acquit and discharge the said *A. B.* his Heirs, Executors and Administrators, of and from the said Obligation so entred in to by the said *A. B.* for Payment of the said 233 *l.* 6 *s.* 8 *d.* and all Actions, Suits, Judgments, Executions, Claims and Demands concerning the same, and all or any Matter, Cause or Thing whatsoever, any Ways relating to the Estate of the said *C. D.* as they were Trustees for him, except the said Bond from the said *A. B.* for the said 66 *l.* 13 *s.* 4 *d.* and the Money thereon due, which is still unpaid. *In Witness, &c.*

Discharge from a Husband for his Wife's Marriage-Portion, and from her Share of her Brother's Estate (in Consideration of its being paid before her Brother's Decease, which was to be in Lieu of her Share thereof.)

TO all, &c. *A.* &c. and *B.* his Wife, Daughter of *C.* of, &c. which said *C.* is the Executor of the last Will and Testament of the Son *D. C.* deceased, send Greeting. *Whereas* the said *C.* upon the Marriage of his said Daughter to the said *A.* hath advanced and paid a certain Sum of lawful, &c. towards and in Part of the Portion of her the said *B.* in Lieu of the Part and Share, of and belonging to her the said *B.* out of the Estate of the said *D. C.* her Brother deceased, by Virtue of his last Will aforesaid; and thereupon the said *A.* and *B.* his Wife have agreed to accept of the said Money so paid and advanced by the said *C.* towards and in Part of her said Portion, in full of all the Part, Share, Benefit, Advantage, Claim and Demand whatsoever in Law and Equity, of or in any wise due, payable, accruing or belonging to her the said *B.* out of the Estate of the said *D. C.* her late Brother, as aforesaid, and to discharge the said *C.* therefrom. *Now therefore* know ye, that in Consideration of the said Sum of Money to the said *A.* and *B.* his Wife, in Hand, at or before the Sealing and Delivery hereof by the said *C.* advanced and paid towards and in Part of her said Portion, for and in Lieu and in full Discharge of her Part and Share, of and in the Estate of her said Brother *D. C.* deceased, the Receipt whereof the said *A.* and *B.* do hereby acknowledge, and thereof do acquit and discharge the said *C.* his Executors and Administrators, and according to and in Pursuance of the Agreement between the said Parties in that Behalf, the said *A.* and *B.* his Wife have remised, released, acquitted and for ever discharged, and by these Presents for themselves and either of them, their Heirs, Executors and Administrators do, and either of them doth remise, release unto, and acquit and for ever discharge the said *C.*'s Executors as aforesaid, his Heirs, Executors and Administrators, of and from all the Part, Share, Right, Title, Interest, Benefit, Advantage, Sum and Sums of Money, Claims and Demands whatsoever in Law and Equity, due, payable, accruing or belonging unto her the said *B.*

B. of, in, to, from or out of the Estate of the said D.C. her late Brother deceased, by Virtue of his last Will and Testament, or otherwise howsoever, in any Manner of wise; and of and from all Actions, Suits, Accounts, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, for, about or concerning the same in any Manner of wise. *In, &c.*

Discharge from a Husband for his Wife's Marriage-Portion, and Declaration, that two several Sums given her before Marriage, were included.

TO all, &c. A. of, &c. sends Greeting. *Whereas* B. of, &c. in Performance of an Agreement or Covenant on her Part to be performed, contained in certain Indentures tripartite, bearing Date, &c. made between the said A. of the first Part, the said B. and C. of, &c. Daughter of the said B. of the second Part, and D. and E. of, &c. of the third Part, hath on the Date hereof paid unto the said D. the Sum of 300 l. of lawful, &c. on the Trusts and for the Purposes in the said recited Indenture mentioned. *Now know ye*, that the said A. doth hereby acknowledge and declare, that the said — so paid by the said B. to the said D. is for and in full Payment and Discharge of the Marriage-Portion of the said C. her Daughter, now the Wife of the said A. and agreed to be paid by her; and therefore the said A. in Consideration of the said Sum of 300 l. so paid as aforesaid; and in Pursuance of a Covenant on his Part contained in the said recited Indenture, doth hereby for himself, his Executors and Administrators, acquit, release and for ever discharge the said B. her Executors and Administrators, of and from the said Sum of — l. and of and from the Marriage-Portion of the said C. now Wife of the said A. and of and from all Actions, Suits, Covenants, Agreements, Promises, Accounts, Reckonings, Judgments, Executions, Claims and Demands whatsoever in Law and Equity, for or in any wise concerning the same: And the said A. doth hereby also acknowledge and declare, that the Sum of 50 l. which was given to the said C. his Wife by her Grand-father L. deceased, and the Sum of — l. more given her by her Uncle M. also deceased, are both of them included in and reckoned to be, and are Part of the said Sum of 300 l. so paid as aforesaid, and were so intended to be before and at the Time of his Marriage with the said C. his Wife. *In Witness, &c.*

Discharge from a residuary Legatee, to an Executor, upon the Executor's making an Account, and his Receiving the Balance, &c.

TO all, &c. A. of, &c. Son and residuary Legatee of his late Father B. of, &c. deceased, sends Greeting. *Whereas* C. of, &c. the acting Executor of the last Will and Testament of the said B. deceased, hath on or before the Day of the Date hereof accounted with the said A. for and concerning all and singular the Goods, Chattels, Debts, Money received and paid, and other the Estate whatsoever, which hath been received or come to the

the Hands of the said C. of or belonging to the Estate of the said B. deceased; and there appears to be remaining in the Hands of the said C. for the Ballance of the said Account, and payable to the said A. residuary Legatee, as aforesaid, the Sum of ——— l. and no more. *Now know ye*, that the said A. doth hereby approve of the said Accounts, and all other Matters and Things done and transacted by the said C. in and relating to the Estate of the said B. deceased, and Executorship aforesaid, to the Date hereof: And doth hereby also acknowledge, to have had and received on the Day of the Date of these Presents, of and from the said C. the said Sum of ——— l. And that the same is the full Balace of the said Accounts, and in full of all or any Monies, Goods and Things which are remaining in, or come to the Hands of the said C. of or in any wise belonging to the Estate of the said B. deceased on the Day of the Date hereof, and due and belonging to him the said A. as residuary Legatee of his said Father: And that the said C. hath also paid, delivered and discharged himself of and from all other Goods or Estate at any Time or Times before the Date hereof received or come to his Hands, of or belonging to the said B. deceased: *And therefore* the said A. hath remised, released and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators remise, release and for ever discharge the said C. his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Specialties, Accounts, Reckonings, Sum and Sums of Money, Covenants, Contracts, Agreements, Promises, Judgments, Extents, Executions, Quarrels, Controversies, Trespasses, Damages, Claims and Demands whatsoever at Law and in Equity, which against the said C. as Executor aforesaid, or otherwise he the said A. now hath, ever had, or hereafter can, shall or may have, for or concerning the Accounts aforesaid, or any Monies therein mentioned, or any other Monies, Goods, or other the Estate of the said B. deceased due, payable or belonging to the said A. by Virtue of the said last Will of the said B. as aforesaid, or otherwise, which before the Date hereof have or hath come to the Hands, Possession or Disposition of, or received by the said C. or for, upon or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness, &c.*

Discharge from a residuary Legatee to a Testator's Relict, upon Receipt of all Monies, Goods and Things, &c. as he his residuary Legatee.

WHEREAS L. B. of, &c. Widow, Relict of B. late, &c. deceased, hath since the Decease of the said B. paid and delivered unto me A. of, &c. Son and residuary Legatee of the said B. deceased, all and every such Sum and Sums of Money, Goods and Things whatsoever, which were in her Hands or Possession, or have at any Time or Times been received by her, and due, payable or belonging to me the said A. of the Estate of my late Father B. deceased, or otherwise howsoever, which I do acknowledge to be in full of all Monies, Goods or other Things whatsoever, due or belonging to me by or from the said L. B. of the Estate of the said B. my late Father deceased, or otherwise howsoever: *And therefore* know all, &c. that I the said A. have remised, released, and for ever discharged; and by these Presents do for me, my Heirs, Executors and Administrators remise, release

release and for ever discharge the said *L. B.* her Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. as well for and concerning all and every the said Goods, Monies and Things so by me at any Time or Times before the Date hereof had and received of the said *L. B.* as also for or concerning any other Monies, Goods or Things whatsoever, of or belonging to me the said *A.* of the Estate of the said *B.* deceased; and also for, upon or by Reason of any other Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. *In Witness, &c.*

Discharge from the Brothers and Sisters of a Person that died at Sea, and made his Will, and gave his Wages to be equally divided amongst them to the Master of the Ship that paid them.

KNOW, &c. That *A. B.* of, &c. *C. D.* of, &c. and *D.* his Wife *E. F.* of, &c. and *F.* his Wife, *G. H.* of, &c. *I. K.* of, &c. (which said *A. B. C. D. E. G. H.* and *I. K.* are the Brothers and Sisters of *B. B.* late of, &c. deceased) do severally acknowledge that they have on or before the Day of the Date hereof had and received of and from *T. B.* of, &c. late Master of the Ship called the *R. Transport*, the Sum of ——— *l.* being their respective full Parts and Shares of the Sum of ——— *l.* which said Sum is the full Wages which was due and belonging to the said *B. B.* at the Time of his Decease, for his Service on board the said Ship *R. Transport*, whereof the said *T. B.* was Master; which Wages so due to the said *B. B.* for his said Service on board the said Ship, the said *B. B.* by his last Will in Writing, dated the, &c. gave and bequeathed to be equally divided amongst his Brothers and Sisters; and therefore they the said *A. B. C. D.* for himself, and the said *D.* his Wife, *E. F.* for himself, and the said *F.* his Wife; and the said *G. H.* and *I. K.* do hereby severally and respectively acquit, release and for ever discharge the said *T. B.* his Heirs, Executors and Administrators, of and from their respective Parts and Shares, of and in the said Wages so given and bequeathed to them in and by the said last Will of the said *B. B.* deceased, and of and from all Actions, Suits, Accounts, Reckonings, Sums of Money, Payments, Judgments, Executions, Claims and Demands, for or concerning the same, or the Service of the said *B. B.* on board the said Ship, in any Manner of wife. *In Witness, &c.*

Discharge from three Persons (two of them in Right of their Wives) to an Administratrix, for their several Parts of a Sum of Money that was due to the Deceased, by Persons beyond Sea, it being stopt in the Hands of one Person for them, and give Bond to save harmless, &c. as the Recital on the next Side.

KNOW all, &c. *A.* of, &c. and *B.* his Wife, *C.* and *D.* &c. and his Wife, do severally acknowledge to have received on the Day of the Date hereof, of and from *F.* and *G.* his Wife, which said *G.* is Administratrix with the Will annex'd of *H.* deceased, by the Hands of *I.* our several Parts

Parts and Proportions of the Sum of — *l.* Sterling, which *K.* and *L.* Merchants in *Russia*, by the Order or Direction of the said *F.* did remit unto the said *I.* being Part of the Estate of the said *H.* deceased, herein after mentioned, *viz.* the said *A.* and *B.* his Wife in Right of the said *B.* do acknowledge to have had and received the Sum of — *l.* being as well their full third Part of the said — *l.* due and payable to and in Right of the said *B.* as she is the only Daughter of *L. H.* deceased, who was one of the Sisters and Legatees in and by the last Will of the said *H.* deceased, as the one full fourth Part due and belonging to the said *A.* and *B.* his Wife, in Right of the said *B.* of and in the Part and Share of the said 8 — *l.* which did belong unto *M. H.* deceased, who was one other of the Sisters and Legatees of the said *H.* deceased; and the said *C.* doth hereby acknowledge, &c. [*The same as A.'s for the other two; Vide the others*]; and therefore the said *A.* and *B.* his Wife, *C.* and *D.* and his Wife, do hereby severally and respectively acquit, release and discharge the said *F.* and *G.* his Wife, their Executors, Administrators and Assigns, and every of them, of and from their said several and respective Parts and Shares of the said — *l.* by them severally received, as aforesaid, from all Actions, Suits, Damages, Claims and Demands concerning the same: *And whereas* the said *A. C.* and *D.* have on the Date hereof severally given Bonds to the said *I.* that if the said *K.* and *L.* or either of them shall forbid, disapprove, or not allow of the Payment of the said — *l.* or shall withdraw the same, or any Part thereof, out of the Hands of the said *I.* or order the same to be paid otherwise than as aforesaid, as therein is mentioned respectively, to repay unto the said *I.* his Executors or Assigns, the said several Sums of Money so by them respectively received, as aforesaid [*or to that or the like Effect*]. *Now therefore* it is hereby provided, declared and agreed, that in Case of such Repayment of their said several Parts and Shares of the said 8 — *l.* according to the Tenor of the Condition of the said Bonds or Obligation by them respectively given as aforesaid, these Presents and the Discharges hereby given, and every Thing herein contained, shall, as to such of them which shall so pay back their said Parts and Shares thereof as aforesaid, be void and of no Effect. *In Witness, &c.*

That they have given Bond to pay back the Money in Case they demand it.

Provided that if they pay back the Money, the Discharge to be void.

Discharge for the Produce of a Piece of Gold, it being given for a Legacy.

K NOW, &c. That *A.* of, &c. and *B.* his Wife, Daughter of *C.* deceased, do acknowledge to have had and received on the Day of the Date hereof, of and from *D.* of *Fort St. George* in *India*, Mariner, by the Hands of *E.* of, &c. the Sum of — *l.* of lawful, &c. which said Sum is the Produce of 24 Pagoda's and an half, received and returned by the said *D.* for the Value of a Piece of Gold remaining in his Hands; which Gold and the Produce thereof was by the Will of the said *C.* deceased, given to her the said *B.* now Wife of the said *A.* And therefore the said *A.* and *B.* his Wife, do hereby for themselves, their Executors and Administrators, acquit, release and for ever discharge the said *D.* his Executors, Administrators and Assigns, of and from the said Piece of Gold, and the said 24 Pagoda's and an half, the Produce thereof, and of and from all Actions, Suits, Judgments, Executions, Claims and Demands concerning the same. *In, &c.*

➤ *See more in the Second Volume.*

Bills of Sale.

Bill of Sale of a Hull of a new Ship from the Shipwrights.

TO all, &c. J. and R. &c. Shipwrights, send Greeting: *Know ye,* That for and in Consideration of the Sum of ——— l. of lawful, &c. to them the said J. and R. in hand, at or before Sealing and Delivery hereof, by G. &c. (*being the proper Money, and for and on the Behalf of S. &c.*) well and truly paid in full for the Hull, or Body of the Ship L. hereunder-mentioned, and of all Carpenters Work, Joiners Work, Painters Work, Carvers Work, Glaziers Work, Smiths Work, and all other Works, Things and Materials, used, done, and performed in, about, and for the Building and compleat Finishing the Hull or Body of the said Ship or Vessel, and for the Masts, Yards and Caps, and all other Appurtenances belonging to the said Ship or Vessel, as she was built and finished by the said J. and R. at, &c. aforesaid, in pursuance of an Agreement made between the said J. and R. and the said G. (*which Agreement the said G. declares was in Trust, and for and on the Behalf of the said S.*) the Receipt of which said Sum of ——— l. they the said J. and R. do hereby acknowledge, and themselves to be therewith fully satisfied and paid and thereof, and of every Part thereof, do clearly acquit and discharge the said S. his Executors, Administrators and Assigns for ever by these Presents; they the said J. and R. have granted, bargained and sold, and by these Presents do, and each of them doth, *by the Consent, Direction and Appointment of the said G. testified by his Signing and Sealing these Presents,* fully and absolutely grant, &c. unto the said S. all that the said Hull or Body of the said new Ship or Vessel, now called the L. of the Burthen of, &c. now, &c. together also with the Masts, Yards, Caps, and all other the Appurtenances and Things whatsoever to the said Hull or Body of the said Ship, belonging as she is built and finished by the said J. and R. as aforesaid: *To have and to hold the said Hull or Body of the said Ship or Vessel; and all other the above bargained Premises, with the Appurtenances unto the said, &c. (as common)* And the said J. and R. for themselves, &c. covenant with the said S. that they the said J. and R. at the Time of the Sealing and Delivery hereof, are the true and lawful Owners of the said Hull or Body of the said Ship or Vessel, and all other the above bargained Premises, with the Appurtenances, and now have in themselves good Right, &c. [*As usual with a General Warranty.*] In Witness, &c.

Another.

TO all, &c. I *A.* &c. send greeting: *Know ye*, that, &c. [*As on the other Side*] the Hull or Body of all that good new Ship or Vessel, now called the *R.* of the Burthen of, &c. Tuns, or thereabouts, lately built by me the said *A.* at my Yard in, &c. and now riding at Anchor in the River of *Thames*, whereof *D.* is now Master, together with the Masts and Yards, and other the Appurtenances to the said Hull or Body of the said Ship belonging, as she was finished by me the said *A.* *To have* and to hold the said Hull or Body of the said Ship or Vessel, and all other the above bargained Premises, &c. [*As on the other Side to the End.*]

Of a Ship sold by publick Sale from one of the Part-owners, impowered by the rest to sell, and to execute a Bill of Sale to the Purchaser.

TO all, &c. I *A.* &c. send Greeting: *Know ye*, for and in Consideration of the Sum of —*l.* of, &c. to me the said *A.* in hand, &c. for the Use of my said self, and the rest of the Part-owners of the Ship hereunder mentioned by *B.* of, &c. well and truly paid, being the Sum of Money for which the said Ship with her Appurtenances was sold by the publick Sale thereof, in pursuance of the Power and Authority to me in that Behalf given, by Writing under the Hands and Seals of other the Part-owners of the said Ship, bearing Date, &c. The Receipt whereof, &c. and thereof, &c. I the said *A.* have granted, bargained and sold; and by these Presents, as well for my self, as for and on the Behalf of the rest of the Part-owners of the said Ship, by Virtue of the Power and Authority to me in that Behalf, given by the aforesaid Writing, under the Hands and Seals of other the Part-owners of the said Ship, do grant, &c. unto the said *B.* all that the good Ship, &c. to have, &c. [*as usual*] and, &c. that *A.* hath Power to sell, and, &c. free from Incumbrances without a general Warranty; [*but if required, then thus*] suffered by me the said *A.* or by the several Part-owners, who have signed and sealed the before-mentioned Writing, or any of them.

Bill of Sale of Part of a Ship (from Executors) to one on the Behalf of another.

TO all, &c. *J.* &c. and *M.* &c. (Executors of the last Will and Testament of *W.* late, &c.) send Greeting: *Know ye*, That they the said *J.* and *M.* for and in Consideration of the Sum of —*l.* of lawful, &c. to them, or one of them in hand, at or before Sealing and Delivery hereof, by *A.* &c. (for and on the Behalf of *J. L.* &c. now at *D.*) well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof do clearly acquit and discharge the said *J. L.* his Executors, Administrators and Assigns for ever, by these Presents, have granted, bargained and sold, and by these Presents do, and either of them doth grant, bargain and sell unto the said

said *J. L.* his Executors, Administrators and Assigns, one full and equal third Part, of and in all that good Ship or Vessel called the *T.* of the Burthen, &c. now, &c. whereof *R.* is now Master, and also one full and equal third Part, of and in all and singular the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Guns, Gunpowder, Shot, Tackle, Apparel, Munition, Stock, Furniture and Appurtenances whatsoever to the said Ship or Vessel belonging, or in any wise appertaining, (the other two third Parts thereof being formerly sold to *G. &c.* and the other third Part to the said *A.*) to have and to hold the said one full and equal third Part of the said Ship or Vessel, and all other the above bargained Premises, with the Appurtenances unto the said *J. L.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said *T.* and *M.* for themselves, their Executors and Administrators, jointly and severally, do covenant, promise and agree, to and with the said *J. L.* his Executors, Administrators and Assigns, by these Presents as followeth, (*that is to say*) that they the said *T.* and *M.* now at the Time of the Sealing and Delivery hereof, have in themselves full Power, good Right, and lawful Authority to grant, bargain and sell the said one full and equal third Part of the said Ship or Vessel, or Premises, with the Appurtenances unto the said *J. L.* his Executors, Administrators and Assigns, as aforesaid: And that the said one full and equal third Part of the said Ship or Vessel, and Premises, with the Appurtenances now at the Time of the Sealing and Delivery hereof, are and be, and so at all Times, for ever hereafter shall be, remain, and continue unto the said *J. L.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses, free and clear, and freely and clearly acquitted, and discharged, as well and sufficiently saved, and kept harmless, and indemnified, of and from all, and all Manner of former and other Gifts, Grants, Bargains, Sales, Assignments, Debts, Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done, or suffered by them the said *T.* and *M.* or either of them, or the said *W.* deceased, or by any Person or Persons whatsoever. *In Witness, &c.* [If not a General Warrant, then these Words added.] by or through my Means, Consent or Procurement.

Bill of Sale of Part of a Ship.

THIS Writing indented, &c. between *J. &c.* of the one Part, and *P. &c.* of the other Part. *Whereas* the said *J.* did on or about the, &c. sign and seal a certain Writing or Covenant, whereby he covenanted with *C.* to hold one eighth Part of a new Ship then building, or contracted for to be built, whereof the said *C.* was to be Commander, and to pay the proportionable Part of the Charge of the prime Cost thereof, and of her Outfit to Sea, or to their, or the like Effect, as thereby may appear, which Ship is since built, is now called the *D.* whereof the said *C.* is Master. *And whereas* the said *J.* hath since the Sealing the said Writing or Covenant, advanced and paid at several Times several Sums of Money — amounting in all to the Sum of — *l.* on Account of the said one eighth Part of the said Ship, which he hath so agreed to hold, and towards the Charge of building and fitting her to Sea; as by four several Bills drawn on him by the said *C.* and Receipts thereon; and a Receipt under the Hand of the

mounting to — *l.* and that he hath deliver'd Mats for the Ship's Use,

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said

That the said *J.* hath at several Times paid several Sums of Money, amounting to — *l.*

That the said *J.* hath not a Bill of Sale of Part of the Ship. *Now these,* &c.

said *C.* may appear: And the said *J.* hath also lately delivered to the said *C.* several *Russia Mats* for the Ship's Use, to the Value of — *l.* And whereas the said *C.* hath not yet made and executed to the said *J.* a Bill of Sale of the said one eighth Part of the said Ship: *Now* these Presents witness, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *J.* in hand, at or before Sealing and Delivery hereof, by the said *P.* truly paid, the Receipt whereof the said *J.* doth hereby acknowledge, and thereof doth clearly acquit and discharge the said *P.* his Executors, Administrators and Assigns for ever, by these Presents; he the said *J.* doth hereby sell, assign, and set over unto the said *P.* his Executors, Administrators and Assigns, the said one eighth Part of the said Ship *D.* Burthen about, &c. whereof the said *C.* is Commander now at, &c. and bound out on a Voyage to *N.* together also with the said recited Receipts and Bills for the Money paid, for and on Account of the said one eighth Part of the said Ship, as afore said; and of all her Masts, &c. as she is fitted out to Sea for her said intended Voyage; and all his Right, Title, Interest, Claim and Demand whatsoever, of, in, and to the same, in any Manner of wise: *To have* and to hold the said Premises unto the said *P.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever: And the said *P.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *J.* his Executors and Assigns, that he the said *P.* his Executors and Administrators, shall and will pay and discharge all further Sum or Sums of Money, Charges and Payments whatsoever, which shall or may become due or payable, for or on Account of the said one eighth Part of the said Ship, and from Time to Time, and at all Times hereafter will well and sufficiently save, and keep harmless and indemnified the said *J.* his Heirs, Executors and Administrators, and his and their Goods and Estate, of and from the before recited Writing, Covenant, and from all Actions, Suits, Costs, Charges, Payments and Damages, for or in any wise concerning the same, or the said one eighth Part of the said Ship. *In Witness,* &c.

Bill of Sale of Part of a Ship to the Executrix of the Person that agreed to buy it, &c.

TO all, &c. *G.* &c. sends greeting: *Whereas E.* &c. deceased, did in or about the, &c. agree to buy and purchase of the said *G.* one sixteenth Part of the good Ship or Vessel called the *A.* of the Burthen of — Tuns, or thereabouts, then at, &c. with her Appurtenances, and did in or about the said, &c. pay unto the said *G.* the Sum of — *l.* for the Purchase thereof, and of one sixteenth Part of the Charge of the Outfit of the said Ship, for her then intended Voyage to *J.* in Consideration whereof the said *G.* did then agree to execute to him a Bill of Sale thereof, and whereas the said *E.* &c. *And whereas* the said *E.* is departed this Life, and made his last Will and Testament in Writing, and appointed his Wife *S.* now of, &c. Executrix thereof; which said Will the said *S.* hath duly proved: *And whereas* the said *G.* did not in the Life-time of the said *E.* make or execute unto him, nor hath at any Time since his Decease granted to her the said *S.* any Bill of Sale of the said sixteenth Part of the said Ship: *Now therefore know ye,* That for and in Consideration of the Sum of — *l.* so to him

him the said *G.* paid by the said *E.* deceased, for the Purchase of the sixteenth Part of the said Ship, as aforesaid; the Receipt whereof he doth hereby acknowledge, and thereof doth clearly acquit and discharge the said *E.* his Executors, Administrators and Assigns, by these Presents, and of 12 s. to him in hand also paid by the said *S.* at or before the Sealing and Delivery hereof, whereof he acknowledges the Receipt, and in Pursuance of the said Agreement on his Part, he the said *G.* hath granted, &c. unto the said *S.* as Executrix of the last Will of the said *E.* as aforesaid, one full and equal sixteenth Part, &c. [All the rest as Common.

Bill of Sale of Part of a Privateer.

TO all, &c. I *R. F. &c.* send Greeting. *Know ye,* That I the said *R. F.* for and in Consideration of the Sum of — of lawful, &c. to me, and to several Persons for me, and by my Order, and on my Account, paid by *J. W. &c.* at or before Sealing and Delivery hereof, whereof I acknowledge the Receipt, and for other good and valuable Causes and Considerations, me thereunto moving, have granted, bargained, sold, assigned, and set over, and by these Presents do fully and absolutely grant, &c. unto the said *J. W.* three full and equal fourth Parts, of and in all that good Ship or Vessel formerly called the *D.* and now the *C.* being now a private Man of War, of the Burthen of — Tuns, or thereabouts, whereof *H.* now is Commander, which Vessel was taken and condemned a Prize by *T.* Commander of the Privateer called the *F.* and also three full and equal fourth Parts of and in all and singular the Masts, &c. whatsoever to the said Ship belonging, or in any wise appertaining; and also of and in all and singular such Ship and Ships, Goods, Sum and Sums of Money, and Things whatsoever, as are, and have been already, and which shall or may hereafter be seized, taken and condemned as Prize, by the said *H.* or any other Person or Persons, in, by, or with the said Ship or Privateer, or by Virtue of the Commission granted for the same; and all my Right, Title, Claim, Interest and Demand, of, in, and to all and singular the said Premises, together with all Bills of Sale, Assignments and Writings, concerning the same; To have and to hold the said — Parts of the said Ship, Prizes, Goods, and all other the Premises herein before-mentioned, to be granted, sold and assigned with the Appurtenances unto the said *J. W.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses, and as his and their own proper Goods and Chattels, from henceforth freely and absolutely for ever; and I the said *R. F. &c.* [The rest as usual.

Of Part of a Ship from a Mortgagee endorsed.

TO all, &c. the within-named *A.* and *B.* of, &c. to whom the Part of the Ship within granted is by the said *A.* mortgaged for or towards securing a certain Sum of Money, owing by the said *A.* send greeting. *Know ye,* that in Consideration of the Sum of — of lawful, &c. to the said *A.* in hand, paid before Sealing, by *C.* of, &c. and of 5 s. to the said *B.* likewise paid by the said *C.* the Receipt of which said several Sums, the

the said *A.* and *B.* do severally acknowledge the said *A.* and at his Request, and by his Direction testified, &c. the said *B.* do, and each of them doth grant, sell, and assign unto the said *C.* the full and equal — Part of the within-mentioned Ship *D.* and of all her Masts, &c. and likewise of and in all Stock, Freight, Sum and Sums of Money, due and payable on Account of the said Ship's late Voyage from *E.* or otherwise howsoever, to have and to hold the said — Part, &c. And the said *B.* doth hereby for him, his Executors and Administrators, covenant and agree, to and with the said *C.* his Executors and Assigns, that he hath not at any Time made, done, or suffered any Act, Matter, or Thing whatsoever, whereby the said — Part of the said Ship and Premises, are, or may be charged or incumbered in any wise: Covenant from *A.* that the said — Part of the said Ship and Premises, with the Appurtenances, now are and be, and so shall remain and continue unto the said *C.* his Executors and Assigns, free and clear of all Debts, &c. whatsoever, had, made, committed, done or suffered by him the said *A.* or any others, by or through his Means, &c. *In Witness, &c.*

Bill of Sale of a Ship, and Policy of Insurance upon Condition.

TO all, &c. [*The same as Bill of Sale of a Smack to the End.*] And whereas the said *C.* hath by Writing, or Policy of Insurance, dated the, &c. insured the Sum of — *l.* upon the said Ship, at and from *A.* to *L.* as thereby, Relation, &c. Now these Presents further witness, That the said *C.* for the Consideration aforesaid, doth by these Presents assign, transfer, and set over unto the said *J.* his Executors, Administrators and Assigns, the said recited Policy of Insurance, and all Sums of Money thereupon to become due and payable; and all his Right of Action, Interest, Benefit, Claim and Demand, of, in, and to the same: *To have*, hold, receive, and enjoy the same unto the said *J.* his Executors, Administrators and Assigns, to his and their own Use and Uses, subject to the Proviso before contained: And for the better enabling him and them to recover and receive the same, he the said *C.* doth hereby make and ordain the said *J.* his Executors and Assigns, to be his true and lawful Attorney and Attornies, to demand and receive all Monies which may grow due upon the said Policy, from all whom it doth or shall concern; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same, and to use all Remedies, Ways and Means whatsoever in Law and Equity, for Recovery and Receipt thereof; and doth hereby ratify whatsoever the said *J.* his Executors or Administrators, shall legally do or procure to be done, in and touching the Premises. *In Witness, &c.*

Bill of Sale of a Smack, for Security of Money lent on Bond.

TO all, &c. I S. &c. send Greeting: *Whereas* the said J. S. by Obligation under his Hand and Seal, bearing Date, &c. became and stands bound unto K. &c. in the Sum or Penalty of — l. of lawful, &c. conditioned for Payment of the Sum of — l. of like Money, on the, &c. next after the Date thereof; as thereby, Relation, &c. *Now these Presents witness*, That the said J. S. in Consideration of the said Sum of — l. paid and lent to him by the said K. and for which the said recited Bond is given as aforesaid; the Receipt whereof the said J. S. doth hereby acknowledge, and for and as a collateral or further Security unto the said K. for the more sure Payment of the said Sum of — l. according to the Condition of the said recited Obligation; he the said J. S. hath granted, bargained, sold and assigned, and by these Presents doth grant, &c. unto the said K. all that good Smack or Vessel called the M. Burthen about — Tuns, now, &c. whereof, &c. and all and singular the Masts, &c. which Smack or Vessel was granted and sold to the said J. S. by H. &c. by a certain Writing or Bill of Sale, bearing Date, &c. to have and to hold the said Smack or Vessel, and all other the above bargained Premises, with the Appurtenances unto the said K. his Executors, Administrators and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said J. S. for himself, his Executors and Administrators, doth hereby covenant and grant, to and with the said K. his Executors, Administrators and Assigns, that he the said J. S. the said Smack or Vessel, and all other the above bargained Premises, with the Appurtenances unto the said K. his Executors, Administrators and Assigns, against all Persons whatsoever, shall and will warrant, and for ever defend by these Presents. *Provided* always, and these Presents are upon this Condition, that if the said J. S. his Heirs, Executors or Administrators, do and shall truly pay or cause to be paid unto the said K. his Executors, Administrators or Assigns, the said Sum of — l. on the said, &c. according to the Condition of the said recited Obligation, without any Manner of Deduction for Taxes, or otherwise, according to the true Meaning thereof, and of these Presents; that then these Presents, and every Thing herein contained shall cease, be void, and of none Effect, any Thing aforesaid, &c. And the said J. S. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said K. his Executors, Administrators and Assigns, by these Presents as followeth, (*that is to say*) that he the said J. S. his Executors or Administrators, shall and will truly pay, or cause to be paid unto the said K. his Executors, Administrators or Assigns, the said Sum of — l. according to the Limitation of the said Proviso, and true Meaning of these Presents; and that if Default shall happen to be made in Payment of the said Sum of — l. contrary to the true Meaning of the said recited Obligation, and of these Presents; that then he the said J. S. his Executors and Administrators, shall and do, perform and execute all such further Acts, Deeds and Things whatsoever, for the further granting, assigning, and releasing the said Smack or Vessel, and all other the above bargained Premises, with the Appurtenances unto the said K. his Executors, Administrators or Assigns, discharged of the said Proviso, as by him or them, or his or their Counsel, shall be advised and required. *In Witness, &c.*

A Confir-

A Confirmation of a Bill of Sale lost.

TO all, &c. *E. &c.* sends Greeting: *Whereas* the said *E.* by Bill of Sale under his Hand and Seal, bearing Date on or about, &c. in Consideration of the Sum of, &c. therein mentioned, to be paid him by *J. &c.* did grant bargain and sell unto the said *J.* one full and equal — Part, of and in all that good Ship or Vessel then called the *D.* then at Anchor, &c. whereof *H.* was then Master; and of all and singular the Masts, Sails, Anchors, Cables, Boats, and other Appurtenances to the said Ship belonging, to hold unto the said *J.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever; as thereby, Relation, &c. *And whereas* the said recited Bill of Sale is since lost or mislaid, and the said *J.* hath thereupon requested the said *E.* to confirm his Title to the said — Part of the said Ship, so granted by the said recited Bill of Sale: *Now know ye*, that the said *E.* for and in Consideration of the Sum of — *l.* which in and by the said recited Bill of Sale is mentioned to be paid to the said *E.* being the — Part of the prime Cost of the said Ship, her Fitting and Outset to Sea excluded, hath granted, bargained, sold and confirmed, and by these Presents doth grant, &c. unto the said *J.* his Executors, Administrators and Assigns, the said one full and equal — Part, of and in all that the said Ship or Vessel called the *D.* whereof the said *H.* is now Master, and of and in all and singular the Masts, &c. and all other the Appurtenances which did belong to the said Ship, at the Time of executing the said Bill of Sale, and thereby granted and sold: *To have* and to hold the said one full and equal — Part of the said Ship, and all other the Premises with the Appurtenances, so in and by the said recited Bill of Sale granted and sold, and herein before-mentioned, or intended to be granted, sold and confirmed unto the said *J.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said *E.* for himself, &c. (covenants with the said *J.*) that the said — Part, &c. [*As in the last Covenant of a Bill of Sale, with this Exception added at last*] except the said recited Bill of Sale so made and granted to the said *J.* for the said — Part of the said Ship as aforesaid. *In Witness, &c.*

Of a Ship from several Persons of their several Parts.

TO all to whom, &c. *R. A. of, &c.* Owner of one full and equal sixteenth Part, of and in all that good Ship or Vessel called the *T.* of the Burthen of — Tuns, or thereabouts, now riding at Anchor in the River of *Thames*, whereof *L. O.* is or late was Master, for and on the Behalf of *A. B. of, &c. G. C. of, &c.* Owner of one full and equal eight Part of the said Ship, [*And so go on with the rest of the Owners and Persons, on the Behalf of some of them, if Occasion as aforesaid*] send Greeting: *Know ye*, that they the said *R. A. G. C. &c.* for and in Consideration of their several full Parts and Shares of the Sum of — *l.* of lawful, &c. to them respectively in Hand, at or before Sealing and Delivery hereof, in Proportion to the several Parts of and in the said Ship, whereof they are respectively

respectively declared to be Owners as aforesaid, [*These Words to be in, if any on Behalf of others*] (or the Persons under, or for whom any of them act as aforesaid) by R. W. of, &c. well and truly paid the Receipt, whereof they do hereby severally acknowledge, and themselves to be therewith fully satisfied, and thereof and of every Part thereof, do severally, clearly acquit and discharge the said R. W. his Executors, Administrators and Assigns, for ever by these Presents; they the said R. A. G. C. &c. have and each of them respectively hath granted, bargained, sold and assigned; and by these Presents do, and each of them doth grant, bargain, sell and assign unto the said R. W. the several Parts and Shares of and in all that the aforesaid Ship or Vessel called the T. whereof they [or the several Persons under, or for whom they or any of them act as aforesaid] are respectively declared to be Owners as aforesaid; and of and in all and singular the Masts, Sails, &c. as well mentioned in the Inventory of the said Vessel delivered to the said R. W. and signed by the said — as not mentioned or inserted therein: *To have and to hold* the said several Parts, of and in the said Ship or Vessel; and all and singular other the above bargained Premises, with the Appurtenances before, by them the said Parties, respectively sold as aforesaid unto the said R. W. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels, from henceforth for ever: And each of them the said R. A. G. C. &c. for him and herself, his and her Executors and Administrators, severally and respectively, and not jointly, nor one for the other, nor for the other's Act, doth hereby covenant, grant and agree, to and with the said R. W. his Executors, Administrators and Assigns, by these Presents in Manner following, (*that is to say*) that each of them the said R. A. G. C. &c. respectively is the lawful Owner of, and hath in him and her self, at the Time of the Sealing and Delivery hereof, full Power, good Right, and lawful Authority, to grant, bargain, sell and assign the said several Parts, of and in the said Ship or Vessel, and Premises, with the Appurtenances before, by them the said Parties, respectively granted and sold unto the said R. W. his Executors, Administrators and Assigns, in Manner as aforesaid: And that the said several Parts, of and in the said Ship or Vessel, and Premises, with the Appurtenances by them respectively sold as aforesaid, now at the Time of the Sealing and Delivery hereof, are and be, and so at all Times for ever hereafter, shall be, remain, and continue unto the said R. W. his Executors, Administrators and Assigns, free and clear, and freely and clearly, acquitted and discharged, or well and sufficiently saved, and kept harmless and indemnified, of and from all, and all Manner of former and other Gifts, Grants, Bargains, Sales, Assignments, Debts, Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by them the said R. A. G. C. (or the said A. B. for whom he the said G. C. acts as aforesaid) respectively, or by any other Person or Persons whatsoever, [*Or thus when not general*] by or through the Means, Act, Right, Title, Privity or Procurement of any of them respectively: [*Then the following is left out*] And that they the said R. A. G. C. &c. their Executors and Administrators, respectively shall and will warrant, and for ever defend by these Presents the said several Parts of the said Ship or Vessel, with the Appurtenances by them respectively sold as aforesaid unto the said R. W. his Executors, Administrators and Assigns, against all Persons whatsoever, Enemies, Men of War, and the Restraint of Princes excepted. *In Witness, &c.*

Bills of Sale.

The RECEIPT.

We the within-named R. A. G. C. &c. do hereby severally acknowledge to have received the Date within, of the within-named R. W. our respective full Parts and Shares, according to our several Parts of the Ship within-mentioned, to be sold, of the Sum of — l. in full of the Consideration of the within-written Bill of Sale. We say, Received.

Bill of Sale of Goods, for Indemnity from a Bond.

TO all, &c. *A.* of, &c. sends Greeting. *Whereas B.* of, &c. at the special Instance and Request, and for the only Debt of the said *A.* together with the said *A.* by Obligation under their Hands and Seals, bearing Date, &c. stands jointly bound unto *C.* &c. in the penal Sum of — l. of lawful, &c. conditioned to be void upon Payment of — l. of like Money, viz. — Part thereof, &c. as by the said recited Obligation and Condition, Relation, &c. *Now therefore* these Presents witness, that the said *A.* for the saving harmless and keeping indemnified the said *B.* his Heirs, Executors and Administrators, of and from the said recited Bond and Sums of Money therein and thereupon to grow due and payable; and in Consideration of — s. of lawful, &c. to the said *A.* in Hand, at or before the Sealing and Delivery hereof by the said *B.* well and truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, hath granted, bargained, sold and delivered, and by these Presents doth, &c. unto the said *B.* the several Goods and Things particularly mentioned in the Schedule hereunto annex'd, being in the dwelling House of the said *A.* situate, &c. *To have and to hold* the said bargained Premises unto the said *B.* his Executors, Administrators and Assigns, to his and their own Use and Behoof; and as his, &c. And the said *A.* for herself, her Executors and Administrators, doth covenant and grant, to and with the said *B.* his Executors, Administrators and Assigns, that she the said *A.* her Executors and Administrators, all and singular the said bargained Premises, unto the said *B.* &c. [*As in the Bill of Sale of a Smack*] *Provided* always, and these Presents are upon this Condition nevertheless, that if the said *A.* her Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — l. in full Discharge of the said recited Obligation, and shall at all Times hereafter indemnify and save harmless the said *B.* his Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels from the said Bond and Money therein mentioned, and thereupon to grow due; and all Actions, Suits, Costs, Charges and Demands, for or by Reason thereof, then the Sale hereby made, and every Thing herein contained, shall cease and be void, any Thing herein contained to the Contrary notwithstanding: *And* the said *A.* for herself, &c. covenants, &c. by these Presents as followeth, viz. [*That is to say*] That she the said *A.* her Heirs, Executors and Administrators, shall and will truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the said Sum of — l. in Manner and Form aforesaid, according to and in Discharge of the said recited Obligation, and true Meaning of these Presents: And that if Default shall be made in Payment of the said — l. or any Part thereof, contrary

to the Limitation of the Condition of the said recited Obligation and true Meaning of these Presents, that then, upon Request, she the said *A.* her Executors and Administrators, will make and do all such further Acts and Deeds for the better granting and releasing of the said Premises unto the said *B.* his Executors, Administrators and Assigns, as by the said *B.* his Executors or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised and required. *In Witness, &c.*

Bill of Sale of Goods (taken in Execution) to Assignees by Virtue of a Commission of Bankrupt, in Trust for the Creditors.

TO all, &c. *A.* &c. sends Greeting. *Whereas* by Virtue of a Judgment obtained in the Court of *K. B.* in or about — Term in the Year of our Lord 17 — by the said *A.* against *B.* of, &c. for — Debt, besides Costs of Suit, as appears upon Record in the said Court, the several Goods and Things mentioned in the Schedule hereon endorsed were seized in Execution of the said Judgment by the Sheriffs of *London*, and by them delivered into her Possession. *And whereas* a Commission of Bankrupt hath been since awarded against the said *B.* *Now know ye*, that the said *A.* in Consideration of the Sum of — *l.* of lawful, &c. to her in Hand paid at or before Sealing and Delivery hereof by *C.* and *D.* of, &c. Assignees, by Virtue of the said Commission of Bankrupt, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth discharge the said *C.* and *D.* their Executors and Administrators; and for other good Considerations her thereunto moving, she the said *A.* hath bargained, sold and assigned, and doth hereby, &c. and deliver unto the said *C.* and *D.* the several Goods and Things mentioned in the Schedule hereon endorsed, which were so as aforesaid taken in Execution, and delivered to her by Virtue of the said Judgment by her obtained against the said *B.* as aforesaid; and all her Right, Claim and Demand in and to the same, *To hold* the said several Goods and Things hereby assigned as aforesaid, unto the said *C.* and *D.* their Executors, Administrators and Assigns for ever (in Trust and for the Use and Benefit of themselves, and all other the Creditors of the said *B.* claiming in due Time under the said Commission, and that the same, or the Proceed thereof may be paid and devided unto and amongst the Creditors of the said *B.* duly claiming the same, as aforesaid, in Proportion, according to the several Debts to them owing by the said *B.*) *And* the said *A.* doth hereby promise and agree to and with the said *C.* and *D.* that she hath not done any Act or Thing whereby the said bargain'd Premises are or may be charged or incumbred; and that she, according to her Ability, will at any Time at their Request and Charge be assisting in the recovering any other of the Goods or Estate of or belonging to her said Son *B.* *In Witness, &c.*

Bill of Sale of Goods in a House, on assigning of the Lease.

This may
be as full
as in a
Bill of
Sale of a
Ship.

Warranty

K NOW, &c. That I N. S. &c. for and in Consideration of the Sum of — of lawful, &c. to me in Hand, at or before Sealing and Delivery of these Presents by E. &c. well and truly paid (being the same Sum of Money which is also mentioned to be the Consideration of certain Indentures of Assignment, bearing Date with these Presents, and made, or mentioned to be made between me the said N. S. of the one Part, and the said E. of the other Part) the Receipt whereof is hereby acknowledged, have bargained and sold, and by these Presents do fully and absolutely bargain, sell and deliver unto the said E. the several Goods and Things herein after particularly mentioned, now being in and about a certain Messuage or Tenement, situate, &c. the Lease whereof I have on the Date hereof by the before-mentioned Indenture of Assignment, assigned to the said E. viz. [*Here set down the Goods*] To have and to hold all and singular the before-mentioned and bargained Premises, and every Part thereof, unto the said E. his Executors, Administrators and Assigns for ever, to his and their own proper Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever: And I the said N. S. do for my self, my Executors and Administrators, covenant, grant and agree, to and with the said E. his Executors, Administrators and Assigns by these Presents, that I the said N. S. my Executors and Administrators, all and singular the said bargained Premises, and every Part thereof, unto the said E. his Executors, Administrators and Assigns, against all People whatsoever, shall and will warrant and for ever defend by these Presents. *In Witness, &c.*

This will do for any other Sale of Goods, leaving out about the Assignment, making the Receipt, &c. as above, as full as in a Sale of a Ship.

Bill of Sale of Part of a Ship for Security of Money lent upon Bond of Bottomry.

TO all, &c. A. &c. sends Greeting. *Know ye*, that the said A. for and as a Collateral or further Security unto B. of, &c. for the more sure Payment of all such Sum or Sums of Money as shall grow and become due and payable unto the said B. according to the Condition of one Obligation under the Hand and Seal of the said A. bearing Date, &c. And in Consideration of — of lawful, &c. to the said A. in Hand paid before Sealing hereof by the said B. whereof he acknowledges the Receipt, he the said A. hath granted, bargained and sold, and by these Presents, doth, &c. unto the said B. one full and equal 32th Part, of and in all that good Ship or Vessel called the D. of the Burthen, &c. now, &c. whereof the said A. is Commander; and also one full, &c. [*As in a Bill of Sale*] To have and to hold, &c. [*As in a Bill of Sale*] to his and their own Use and Uses, and as his and their own proper Goods, &c. And the said A. &c. [*a Warranty, as in a Bill of Sale of a Smack*] *Provided* always, and these Presents are upon this Condition nevertheless, that if the said A. his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto

unto the said *B.* his Executors, Administrators or Assigns, all such Sum or Sums of Money which shall become and grow due and payable unto the said *B.* his Executors, Administrators or Assigns, upon and according to the Condition of the said recited Obligation under the Hand and Seal of the said *A.* without any Deduction whatsoever, according to the true Meaning thereof, and of these Presents, that then these Presents and every Thing therein contained shall be void and of none Effect, any Thing aforesaid, &c. And the said *A.* for himself, his Executors and Administrators, doth covenant, &c. That if Default shall happen to be made in Payment of such Sum or Sums of Money, which shall or may become due and payable upon and according to the Condition of the recited Obligation, or any Part thereof, contrary to the true Meaning thereof and of these Presents, that then he the said *A.* his Executors and Administrators, shall and will do, perform and execute all such further Acts, Deeds and Things whatsoever, for the further and better granting and releasing the said — Part of the said Ship or Vessel and Premises before granted unto the said *B.* his Executors, Administrators and Assigns discharged of the said Proviso, as by him or them, his or their Counsel shall be reasonably advised and required. In Witness, &c.

✍ Vide Defeazances hereon.

Bill of Sale of a Ship from two Persons, each of a Moiety.

TO all, &c. *A. B.* of, &c. Owner of one full and equal Moiety or half Part of and in all that good Ship, &c. and *C. D.* of, &c. Owner of the other full and equal Moiety, or one half Part of the said Ship or Vessel, send Greeting. Know ye, that they the said *A. B.* and *C. D.* for and in Consideration of their several full and equal half Parts or Moieties of the Sum of, &c. they the said *A. B.* and *C. D.* have severally granted, bargained and sold, and by, &c. each of them doth respectively grant, &c. unto the said *E. F.* the one full and equal Moiety or half Part of and in all that the aforesaid Ship or Vessel called the —, whereof each of them is declared to be Owner as aforesaid; and also of and in all and singular the Masts, &c. To have and to hold the said Moieties or half Parts of and in the said Ship, &c. And they the said *A. B.* and *C. D.* do hereby severally and respectively, and not jointly, nor one for the other, nor for the other's act, but each for himself only, his Executors and Administrators, covenant, &c. that each of them the said *A. B.* and *C. D.* hath at the Time of the Sealing, &c. full Power, &c. to grant, &c. the said Moiety or half Part of and in the said Ship or Vessel, with the Appurtenances by them respectively sold, unto the said *E. F.* his Executors, Administrators and Assigns, as aforesaid; and that their said several Moieties or half Parts of and in the said Ship or Vessel, with the Appurtenances by them respectively sold, as aforesaid, now at the Time, &c. [As usual, with a general Warrant.

The RECEIPT.

We the within-named *A. B.* and *C. D.* do each of us acknowledge to have received the Date within, of the within-named *E. F.* one full Moiety or half Part of the Sum of — l. according to our Parts in the said Ship within sold, being in full of the Consideration of the within-written Bill of Sale: We say received.

Bill

*Bill of Sale of Stock of Corn on the Ground, Cows, Pigs, &c.
for Payment of Rent, and Surrender of the Premises.*

TO all, &c. *A. B.* of, &c. Administrator of the Goods and Chattels of his late Father *C. B.* &c. deceased, sends Greeting. *Know ye*, that the said *A. B.* for and in Consideration of the Sum of ——— *l.* which at Sealing hereof is in Arrear, and due, and owing unto *D. E.* of, &c. at the Decease of the said *C. B.* for Rent for the Farm and Lands at ——— which the said *C. B.* deceased held of the said *D. E.* and for Payment and Satisfaction thereof, hath granted, bargained, sold and delivered, and by, &c. doth fully and absolutely grant, &c. unto the said *D. E.* all the Wheat, Oars and Peas now standing and growing in a certain Field called the ———, and all the Wheat now standing and growing in the Piece of Ground called the ———, belonging to the said Farm and Premises; and also five Cows and six Pigs, which Cows and Pigs are now in the Possession of the said *D. E.* *To have* and to hold all and singular the said bargained Premises, and every Part thereof, unto the said *D. E.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said *A. B.* doth hereby covenant, grant and agree to and with the said *D. E.* his Executors, Administrators and Assigns, that he the said *A. B.* his Executors and Administrators; all and singular the said bargained Premises unto the said *D. E.* his Executors, Administrators and Assigns, against all Persons whatsoever, shall and will warrant, and for ever defend by these Presents: And the said *A. B.* as Administrator aforesaid, hath acquitted and delivered up to the said *D. E.* the said Farm, Lands and Premises, late in the Occupation of his said Father deceased, and the actual Possession thereof; and doth by these Presents surrender, deliver up and release unto the said *D. E.* all the said Farm, Lands and Premises, of and belonging to the said *D. E.* and late in the Occupation of the said *C. B.* his Father deceased, and all his Right, Term, Interest, Claim and Demand, of, in and to the same. *In Witness, &c.*

☞ *See more in the Third Volume.*

Assignments.

An Assignment of Indentures of Apprenticeship.

THIS Writing indented, made, &c. between *A. T.* &c. Executor of *I. T.* &c. and *R. D.* of, &c. and *A. D.* his Son of the one Part, and *T. S.* &c. of the other Part. *Whereas* the said *R. D.* the Son by his Indentures of Apprenticeship, bearing Date the, &c. bound himself Apprentice unto the said *I. T.* since deceased, for the Term of — Years, from the Day of the Date thereof to be accounted, as thereby, Relation being there-unto had, may appear. *Now these Presents* witness, &c. [As the following.

Another, the Indentures being once before assigned.

THIS Writing indented, made, &c. between *R. K.* of, &c. Executor of the last Will and Testament of *R. M.* late of, &c. and *R. S.* Son of *R. S.* late of, &c. of the one Part, and *D. L.* of, &c. of the other Part: *Whereas* the said *R. S.* the Son, by his Indentures of Apprenticeship, dated the, &c. hath bound himself Apprentice unto *R. T.* of, &c. for seven Years, from the Date thereof to be accounted: *And whereas* by Writing under the Hand and Seal of the said *R. T.* dated the, &c. did with the Liking of the said Apprentice testified by his Signing and Sealing the said recited Writing, assign unto the said *R. M.* the said recited Indentures of Apprenticeship, and the said Apprentice for the Residue then to come of the said seven Years, as by the said recited Indentures of Apprenticeship and Assignment thereof, Relation, &c. *Now these Presents* witness, That the said *R. K.* for divers good Causes and Considerations him thereunto moving, and at the Request and with the Consent and good Liking of the said *R. S.* the Son, testified by his Signing and Sealing these Presents, doth hereby as far as he lawfully may or can, assign and turn over the said *R. S.* the Apprentice to the said *D. L.* and all his Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to the Service of the said *R. S.* the Apprentice, for all the now Residue of the said Term in the said recited Indentures of Apprenticeship mentioned, now to come and unexpired, by Virtue of the said recited Indentures of Apprenticeship, as Executor aforesaid, or otherwise howsoever, together with the said recited Indentures of Apprenticeship, under and subject to the several Covenants, Articles and Agreements in the said recited Indentures contained, which on the Part of the said *D. L.* as Master, are from henceforth to be done and performed: And the said *D. L.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree, to and with the said

said *R. K.* his Executors, Administrators and Assigns, that he the said *D. L.* his Executors, Administrators and Assigns, shall and will teach and instruct, or cause the said *R. S.* the Apprentice to be taught and instructed in the said Art and Trade of a —, which he now useth, by the best Means that he can; and will also find and provide unto and for the said Apprentice, Meat, Drink, Washing, Lodging and Apparel of all Sorts, during the now Residue of the said Term of seven Years; and at the Expiration thereof will give him a double Suit of Apparel, and will do and perform all other Matters and Things which on the Part of the said *R. T.* or the said *R. M.* by Virtue of the said recited Indentures of Apprenticeship and the Endorsement thereon, are or ought to be done and performed; and of and from the said recited Indentures, and all Covenants, Matters and Things therein by the said *R. K.* to be done and performed; and all Actions, Suits, Costs, Charges, Payments, Troubles and Damages by Reason thereof, at all Times hereafter shall and will indemnify and save harmless him the said *R. K.* his Executors and Administrators, and his and their Goods and Estate. *In Witness, &c.*

An Assignment of Orders and Tallies.

TO all, &c. *I. L.* &c. sends Greeting. *Know ye*, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *I. L.* at or before Sealing and Delivery hereof, by *A. A.* &c. well and truly paid, the Receipt whereof he doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit and discharge the said *A. A.* her Executors, Administrators and Assigns for ever by these Presents, he the said *I. L.* hath fold, transferred and set over, and by these Presents doth, &c. unto the said *A. A.* several Orders, bearing Date, &c. made unto and in the Name of the said *I. L.* by Virtue and in Pursuance of an Act of Parliament, made and passed in the — Year of the Reign of our Sovereign Lady Queen *Anne*, entitled an Act for, &c. [*Recite the Act*] in Consideration of the respective Sums therein mentioned, paid by the said *I. L.* into the Receipt of her Majesty's *Exchequer*, for the same, which said Orders are of the several Numbers, and for the several Annuities or yearly Sums payable by four equal quarterly Payments, for the Term of 32 Years, to be computed from the, &c. as follows, *viz.* One Number, &c. together with the several Tallies made and struck for the Purchase-Money of the said respective Annuities, and every of them; and also the said several Annuities or yearly Sums payable by and upon the said Orders respectively, during the Residue of the said Term of 32 Years; and all Benefit arising thereby and by any of them; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of him the said *I. L.* of, in and to the said several Orders, Tallies and Annuities aforesaid, and every of them, in any Manner of wise: To have, hold, receive and enjoy the said several Annuities, and every of them, and every Part thereof, unto the said *A. A.* her Executors, Administrators and Assigns, to her and their own proper Use and Uses, for and during the Rest and Residue of the said Term of 32 Years yet to come and unexpired, free and clear of all Charges and Incumbrances, made, done or committed by him the said *I. L.* or by any other Person or Persons whatsoever. *In Witness, &c.*

An Assignment of an Annuity, Order and Tallies.

TO all, &c. *W.* sends Greeting. *Whereas* the said *W.* is legally intituled to an Annuity or yearly Sum of — *l.* payable by four equal quarterly Payments, during the Term of 99 Years, commencing from, &c. according to an Order bearing Date, &c. N^o (—) by Virtue and in Pursuance of an Act of Parliament, made in the — Year of the Reign of our Sovereign Lady Queen *Anne*, entitled, *An Act for, &c.* [*And so write the Act*] in Consideration of — *l.* by him paid into the Receipt of her Majesty's *Exchequer*, as by the said Order and four several Tallies in that Behalf, Relation being thereunto had, may appear. *Now know ye*, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *W.* in Hand, at or before Sealing and Delivery hereof by *B.* well and truly paid, the Receipt whereof the said *W.* doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit and discharge the said *B.* his Executors and Assigns for ever by these Presents; he the said *W.* hath assigned, transferred and set over, and by these Presents doth hereby, &c. unto the said *B.* his Executors and Assigns, the said recited Order, and four several Tallies aforesaid, and the said Annuity or yearly Sum of — *l.* thereby payable, during the Residue of the said Term of 99 Years, and all Benefit arising thereby; and all his Interest, Right, Title, Property, Claim and Demand whatsoever, of, in and to the said Order, and Tallies, and Annuity aforesaid, and every of them, in any Manner of wise. *In Witness, &c.*

Note; *There must be an Affidavit to Assignments of Annuities; the Form of one is as follows:*] *N. D.* &c. maketh Oath, that he this Depo-
Affidavit
 nent did on the, &c. see *W.* &c. duly sign, seal and execute unto and to the Use of *B.* &c. a certain Writing or Assignment of one Order, dated, &c. N^o (—) in Pursuance of an Act of Parliament, made in the Year of the Reign of our Sovereign Lady Queen *Anne*, entitled, *An Act* [*Recite the Act*] for Payment of an Annuity of — *l. per Ann.* for the Term of 99 Years, to commence from the, &c. and four several Tallies, for Payment of the Sum of — *l.* by four equal Payments, as therein is mentioned, together with the said Order, and Tallies, and Annuity aforesaid; to which said Writing of Assignment this Deponent has subscribed his Name as a Witness.

Assignment of Money due for Freight of a Ship.

TO all, &c. *I. M.* &c. sends Greeting. *Know ye*, that in Consideration of the Sum of, &c. of lawful, &c. to the said *I. M.* in Hand paid at or before Sealing and Delivery hereof by *C. S.* of, &c. the Receipt whereof he doth hereby acknowledge, and thereof, and of every Part thereof doth clearly acquit and discharge the said *C. S.* his Executors, Administrators and Assigns for ever, by these Presents, he the said *I. M.* hath granted, sold, assigned and set over, and doth hereby grant, sell, assign and set over unto the said *C. S.* the one full and equal 32th Part of all such Sum and Sums of Money which are remaining due and owing from all and any Person and Persons, for and on Account of the Ship *S.* Burthen about — Tuns, *M. G.*
B b b
late

late Master, for the Freight, Hire or Service of the said Ship, or otherwise howsoever, and payable and belonging to the said *I. M.* for the 3^d Part of the said Ship, whereof he was Owner at the Time of the Sale thereof; and all his Right, Title, Property, Interest, Claim and Demand of, in and to the same, and every Part thereof: *To have*, hold, receive and enjoy the same unto the said *C. S.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses, without any Account thereof to be made or given; and for the better Recovery and Receiving the same, the said *I. M.* doth hereby make and appoint the said *C. S.* his Executors and Assigns, his true and lawful Attornies irrevocable, to demand, sue for, recover and receive the said Monies hereby assigned and intended to be assigned to his and their own Use and Uses, of and from all and any Person and Persons whom it doth or may concern, and upon Receipt to give sufficient Discharges for the same; and doth hereby give and grant unto the said *C. S.* his Executors and Assigns, full Power and Authority, to use, have and take all Remedies, Ways and Means whatsoever at Law and in Equity, for the Recovery and Receiving the same, as fully as he himself might or could do personally; and doth hereby ratify and confirm all and whatsoever the said *C. S.* his Executors and Assigns shall legally do, or procure to be done, in and touching the Premises: And the said *I. M.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *C. S.* his Executors, Administrators and Assigns, that he and they shall or may at all Times hereafter receive, have and enjoy the said Money hereby intended to be assigned, without any Let, Claim or Interruption, of or by any other Person or Persons whatsoever. *In Witness, &c.*

Vide others following.

From a Master of a Ship to a Part-owner of his Proportion of a Debenture, made out for the Ship's Hire in the Transport-Service.

TO all, &c. *A. L.* &c. Master of the Ship *T. Burthen*, &c. formerly hired into her Majesty's Transport-Service, to carry Forces to *Spain*, sends Greeting. *Whereas* there is due and owing for the said Ship's Service to the Owners thereof, the Sum of ——— *l.* for which several Debentures are made out and signed by the Commissioners of her Majesty's Transport-Service, unto and in the Name of the said *A. L.* but for the Use of the Part-owners of the said Ship: *And whereas* *R. R.* &c. being Owner of ——— Parts of the said Ship, there is due and belonging to him the Sum of, &c. of the aforesaid ——— *l.* according to and for his Part in the said Ship, as aforesaid: *Now therefore* the said *A. L.* in Consideration of the said Sum of ——— so due and belonging to the said *R. R.* and to the Intent he may have and receive the same, and in Consideration of 5 *l.* &c. [*He assigns this Debenture as usual; or as an Assignment of a Navy Bill.*]

Assignment of a Seaman's Ticket and Wages. [Short.]

K NOW, &c. That I T. S. &c. the lawful Attorney of C. L. &c. in Consideration of, &c. to me in Hand paid by I. I. of, &c. the Receipt whereof I do hereby acknowledge, and thereof do discharge the said I. I. by these Presents, do hereby assign and set over unto the said I. I. his Executors, Administrators and Assigns, to his and their own Use and Uses, a Ticket signed by the Officers of her Majesty's Ship the C. numbred on the Ship's Book —, dated the, &c. for the Service of the said C. L. on board the said Ship, from the Day of —, 17—, until the — Day of — last, with all Sum and Sums of Money thereupon due and payable; And I do hereby impower, authorize and appoint the said I. I. his Executors and Assigns, to demand and receive all Sum and Sums of Money, due and payable by and on Account of the said Ticket, of and from the Treasurers of her Majesty's Navy, and all others whom it may concern; and upon Receipt thereof, to give sufficient Discharges for the same: And I do hereby ratify whatsoever he and they shall legally do, in and touching the Premises. *In Witness, &c.*

An Assignment of Wages, for Payment of a Debt.

TO all, &c. H. S. of, &c. sends Greeting. *Know ye*, that for and towards Payment of the Debt or Sum of Money which the said H. S. oweth and is indebted to T. S. of, &c. at Sealing hereof, he the said H. S. hath assigned and set over, and by these Presents doth assign and set over unto the said T. S. all such Sum and Sums of Money as now are due and payable to him for his Wages, for his Service on board the Ship G. O. C. Master; and her Majesty's Ship the C. and all his Right, Title, Claim and Demand, of, in and to the same: *To have*, hold and receive the same unto the said T. S. his Executors, Administrators and Assigns, to his and their own Use and Uses, for and towards Payment of his said Debt, as aforesaid: And for the better Recovery and Receiving the same, the said H. S. doth hereby make and ordain the said T. S. his Executors and Assigns, to be his true and lawful Attornies irrevocable, to demand, sue for, recover and receive, as well of and from the Owners of the said Ship G. as of and from the Right Honourable the Treasurer of her Majesty's Navy, and all others whom it may concern, all the said Wages so due and payable to him for his Service in the said Ships respectively herein before assigned; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same; and to do and perform all other Matters and Things in and about the Recovery and Receiving the same, and either of them, as fully as he himself might or could do: And doth hereby ratify all and whatsoever the said T. S. his Executors and Assigns shall legally do, or procure to be done, in and touching the Premises: *And* the said H. S. doth hereby for himself, his Executors and Administrators covenant and agree, to and with the said T. S. his Executors and Assigns, that he the said H. S. hath not received, released or discharged, nor shall or will but with the Consent of the said T. S. receive, release, or discharge the said Wages now due to him for his Service in the said Ships, or either of them herein before assigned, or any Part thereof;

and that he the said *T. S.* his Executors and Assigns may receive the same to his and their own Uses, as aforesaid; and that on Request he the said *H. S.* will do all such further Acts for the better Assigning the said Wages herein before assigned unto the said *T. S.* his Executors and Assigns; and for the enabling him and them to receive the same as shall be required. *In, &c.*

An Assignment of a Salary.

KNOW, &c. That I *B. S.* &c. [*Say what Place he is in*] for and in Consideration of a competent Sum of lawful Money, &c. to me in Hand paid before Sealing hereof by *T. B.* &c. the Receipt whereof I do hereby acknowledge, have assigned, transferred and set over, and do hereby, &c. unto the said *I. B.* his Executors and Assigns, the Sum of ——— *l.* being two quarterly Payments for my Fee or daily Value of ——— *s. per Day*, as one of the ——— aforesaid, commencing from the, &c. and which will become due the, &c. and all my Interest and Demand, of, in and to the same: *To have*, hold and receive the same unto the said *T. B.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses: And I the said *B. S.* for the better enabling him and them to receive the said two quarterly Sums or Payments of my said Fee before assigned, do hereby make, ordain, &c. (his Attorney): And I the said *B. S.* do hereby for my self, my Executors and Administrators, covenant and agree, to and with the said *T. B.* his Executors and Assigns, that I the said *B. S.* have not at any Time before assigned, released or discharged the said two quarterly Sums or Payments of my said Fee, nor will not at any Time hereafter receive, release or discharge the same, but at the Request and with the Consent of the said *T. B.* his Executors, Administrators and Assigns. [*A Covenant for to do any further Acts, &c.*] *In Witness, &c.*

Assignment of a Salary, for Security of Money lent on Bond.

TO all, &c. *S. H.* &c. sends Greeting. *Whereas, &c.* [*So recite the Bond*]. *Now know ye*, that for better Security of Payment of the said Sum of, &c. with Interest, according to the Condition of the said recited Obligation, and in Consideration of 12 *d.* to the said *S. H.* paid before Sealing hereof by the said *T. H.* the Receipt whereof he doth hereby acknowledge, he the said *S. H.* hath assigned, transferred and set over, and by these Presents doth, &c. unto the said *T. H.* his Executors, Administrators and Assigns, all such Sum and Sums of Money as are now due and in Arrear, and which hereafter shall grow and become due and payable unto the said *S. H.* for his Salary, Fee or daily Value of 12 *d. per Day*, as one of the Gunners in Garrison of the *Tower of London*, belonging to her Majesty's Office of Ordinance, and all his Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same: *To have*, hold, receive and enjoy the same unto the said *T. H.* his Executors, Administrators and Assigns, to his and their own Use and Uses: And for the better Recovery and Receiving the said Monies due and to grow due as aforesaid, the said *S. H.* doth hereby make, ordain and appoint, &c. (his Attorney, &c.): *Provided* always, and

and these Presents are upon this Condition nevertheless, that if the said *S. H.* his Heirs, Executors or Administrators do, or shall well and truly pay, or cause to be paid unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of — *l.* with Interest, according to the Condition of the said recited Obligation, then these Presents and every Thing herein contained shall be utterly void and of none Effect, any Thing aforesaid, &c. [A Covenant, that if Default shall be made in Payment of the said Sum; Then the said *S. H.* shall do any farther Acts, &c.] In Witness, &c.

Assignment of Part of the Cargo on board a Ship.

TO all, &c. *B.* and *H.* &c. send Greeting. *Whereas* the said *B.* and *H.* by Writing of Bill of Sale under their Hands and Seals, bearing Date, &c. have for the Consideration therein mentioned, granted, bargain'd and sold unto *S. &c.* one sixteenth Part of the Ship *C.* Burthen about, &c. whereof *I. C.* is Commander, then at Sea on a Voyage to *Newfound-Land*, as thereby, Relation, &c. *And whereas* there is a Cargo or Adventure of Lead on board the said Ship; and the said Ship hath taken in at *Newfound-Land* — Quintals of Fish, on Account of the Part-owners of the said Ship; which Lead and Fish are to be sold and disposed of at *Leghorn* for the Owners Account and Benefit, according to their Parts in the said Ship: *And whereas* the said *S.* hath before Sealing hereof paid unto the said *B.* and *H.* the Sum of — *l.* for the one sixteenth Part of the Cost of the Lead, the Receipt whereof the said *B.* and *H.* do hereby acknowledge; and hath paid, or is to pay the Sum of — *l.* for one sixteenth Part of the Cost of the said Fish at *Newfound-Land*, according to the Bills drawn for the same. *Now know ye*, that the said *B.* and *H.* for and in Consideration of the several Sums of — *l.* and — *l.* so paid and to be paid by the said *S.* as aforesaid, the said *B.* and *H.* have bargained, sold, assigned and set over, and do hereby bargain, &c. unto the said *S.* the one full and equal sixteenth Part of the Cargo of Lead on board the said Ship, and of and in the said Quintals of Fish, and of and in all the Produce, Proceed, Effects, Gain and Advantage, by and in respect thereof, or of either of them; and all their, and either of their Right, Title, Claim and Demand, of, in and to the same: *To have*, hold and receive the same unto the said *S.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses, and as his and their own proper Goods and Chattels for ever: And they the said *B.* and *H.* for themselves, their Executors and Administrators, do jointly and severally covenant, promise and agree, to and with the said *S.* his Executors, Administrators and Assigns by these Presents, as follows; *viz.* That he the said *S. P.* his Executors and Assigns, shall and may at all Times hereafter have, take, receive and enjoy to his and their own proper Use and Uses, one full and equal sixteenth Part of all the Produce, Effects, Proceed, Profit and Advantage, by and in respect of the said Cargo or Adventure of Lead, laden on board the said Ship; and likewise of the said — Quintals of Fish taken in *Newfound-Land*, without any Let, Suit, Denial or Interruption, of or by the said *B.* and *H.* their Executors or Administrators, or either, or any of them, and free and clear of all former Bargains, Sales, Assignments, Debts, Charges and Incumbrances whatsoever, by them or either of them committed, done or suffered; and that they the said *B.* and *H.* their Executors and Administrators, will at all Times hereafter do, perform and

and execute such further Acts, Deeds and Things, for the better assigning the said Premises hereby sold and assigned unto the said S. his Executors and Assigns; and for the enabling him and them, to demand and receive the same to his and their own proper Use and Uses, as by him or them, or his or their Counsel shall be reasonably advised and required. *In Witness, &c.*

Assignment of a Victualing Bill.

K NOW, &c. That I A.C. in Consideration of the Sum of ——— l. of lawful, &c. to me in Hand paid at or before Sealing hereof by F. &c. the Receipt whereof I do hereby acknowledge, and thereof and of every Part thereof do clearly acquit and discharge the said F. his Executors and Assigns for ever, by these Presents, do hereby sell, assign and set over unto the said F. one Bill signed by the Commissioners for victualing her Majesty's Navy, dated, &c. N^o (—) directed to the Treasurer of her Majesty's Navy, for Payment of the Sum of ——— l. unto the said A. C. for Provisions, supplied her Majesty's Ships therein mentioned, together with the said Sum of Money, and all other Monies thereupon due and to grow due; and all my Right, Title, Property, Claim and Demand in and to the same: *To have,* hold and receive the same unto the said F. his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever: And I do hereby make the said F. his Executors and Assigns, to be my true and lawful Attorney irrevocable, to, &c. [*The rest make short*]. *In Witness, &c.*

Assignment of a Navy Bill (Debentures in Effect the same).

K NOW, &c. [*The same as above; only this*] One Bill signed by the Commissioners of her Majesty's Navy, dated, &c. and received the, &c. N^o (—) made out to me for the Sum of ——— l. for, &c. (such Goods) by me delivered into her Majesty's Stores at P. on Account of the current Service of the Navy, out of the B. W. E. Master, together with the said Sum, &c. [*The Letter of Attorney the same; then add this*], and do hereby for me, my Executors and Administrators, covenant, grant and agree, to and with the said G. his Executors, Administrators and Assigns, that he the said G. shall, or lawfully may have, receive and enjoy the said Bill and Monies thereupon due and to grow due, without any Let, Hindrance, Claim or Demand; and free and clear of and from all former Assignments, Sales, Charges and Incumbrances, of or by me the said T. my Executors or Administrators, or any other Person or Persons whatsoever, by or through my Means, Act, or Privity. *In Witness, &c.*

An Assignment of Money due for Freight of a Ship.

TO all, &c. S. &c. Master of the Ship E. sends Greeting. *Whereas* the several Sums of Money hereafter mentioned are standing out, and due and owing on Account of Freight for Goods imported in the said Ship, in

her late Voyage from *F. viz.* From *T. K.* the Sum of — *l. &c.* *Now know ye,* that to the Intent *J. &c.* Part-owner of the said Ship, may the better recover and receive the said several Sums of Money, so standing out and owing as aforesaid, for the Use of himself, and the rest of the Part-owners of the said Ship, and in Consideration of *5 l.* to the said *S.* in hand, paid before Sealing hereof, by the said *J.* the Receipt whereof is hereby acknowledged; he the said *S.* doth hereby assign, transfer, and set over unto the said *J.* the said before-mentioned Sums of Money, due and owing as aforesaid, and all his Right, Title, Interest, Property, Benefit, Claim and Demand, of, in and to the same, and every of them: *To have, hold,* and receive the same, and every of them unto the said *J.* his Executors, Administrators and Assigns, for the Use of himself, and the rest of the Part-owners of the said Ship as aforesaid; and the better to enable the said *J. &c.* [*The same as that before, except the last Clause.*] *In Witness, &c.*

Another.

TO all, *&c.* *R. J.* Master of the good Ship or Vessel called the *A. Burthen, &c.* *Now, &c.* sends Greeting: *Whereas* the said *R.* by a Writing or Charter-party, dated, *&c.* hath let to Freight unto *J. N. G. M. E. H. and R. M.* of *London*, Merchants, the several Parts of the said Ship's Tunnage, by them respectively subscribed and mentioned in the Schedule or Endorsement thereon, for a Voyage to *A.* and back to *London*, at the Rate of — *l. per Tun* for Freight, as thereby may appear. *Now know ye, &c.* [*The same as the other.*]

An Assignment of a Bond for Payment of Money for Goods sold on their Arrival at New England.

TO all, *&c.* *D. F. &c.* sends Greeting. *Whereas* *R. L.* for himself, *J. B.* and *J. M.* of, *&c.* in *New England*, Merchants, by Obligation under his Hand and Seal, dated the, *&c.* stands bound unto the said *D. F.* in the Sum and Penalty of — *l.* of lawful, *&c.* with Condition underwritten; that if the said *R. L. J. B.* and *J. M.* or either of them, their Heirs, Executors or Assigns, should pay unto the said *D. F.* at *London*, his Executors, Administrators or Assigns, the Sum of, *&c.* of like Money, *&c.* for Merchandizes bought by the said *R. L.* for himself, and the said *J. B.* and *J. M.* of the said *D. F.* and ship'd on board the *T. J. M.* Master, bound from *London* to *Boston* in *New England*, six Months after the safe Arrival, and Delivery of the said Goods at *B.* aforesaid, to them, or their, or either of their Order; then the said Obligation to be void, or to that effect, as thereby, Relation being, *&c.* which said Goods are since arrived and delivered at *B.* aforesaid: *Now know ye,* that for and in Consideration of the Sum of — of lawful, *&c.* to the said *D. F.* in hand paid, at or before Sealing and Delivery hereof, by *J. D. &c.* the Receipt whereof the said *D. F.* doth hereby acknowledge, and thereof, and of every Part thereof, doth clearly acquit and discharge the said *J. D.* his Executors, Administrators and Assigns for ever, by these Presents; he the said *D. F.* hath assigned

Recital of
the Bond.

signed

Covenant
to make
good Mo-
nies de-
ducted.

signed and set over, and by these Presents doth fully and absolutely assign, set over, and deliver unto the said *J. D.* his Executors, Administrators and Assigns, the said recited Bond or Obligation, and all Monies therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all his Right, Title, Property, Benefit of Action, Claim and Demand, in and to the same: *To have*, hold, and receive the same unto the said *J. D.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof: And for the better Recovery and Receiving thereof, he the said *D. F.* doth hereby make and ordain the said *J. D.* his Executors and Assigns, to be his true and lawful Attorney and Attornies irrevocable, in the Name of the said *D. F.* but to his and their own Use and Uses, as aforesaid, to demand, sue for, recover, and receive all Sum and Sums of Money, by and upon the said Bond or Obligation due, and to grow due and payable as aforesaid, from the said *R. L. J. B.* and *J. M.* their Heirs, Executors and Administrators, every or any of them, and all others whom it doth or may concern; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same: And the said *D. F.* doth hereby ratify all and whatsoever the said *J. D.* his Executors and Assigns, shall legally do, or procure to be done, in and touching the Premises, [*Here insert the two Covenants as on the other Side*] And the said *D. F.* for himself, his Executors and Administrators, doth hereby further covenant and agree with the said *J. D.* his Executors and Assigns, that if the said *R. L. J. B.* and *J. M.* their Executors or Assigns, or any of them, shall make any Deduction or Abatement out of the said Sum of — *l.* and Interest thereof due, or to grow due and payable, by Virtue of the said recited Bond, upon Account of Damage of the said Goods, or upon any other Pretence whatsoever; that then he the said *D. F.* his Executors, Administrators or Assigns, will pay and make good to the said *J. D.* his Executors, Administrators or Assigns, whatsoever shall be deducted or abated out of the said Sum, as aforesaid. *In Witness, &c.*

An Assignment of a Bond for Security of a Debt.

The same
Form if
the Bond
was as-
signed be-
fore, only
reciting
the As-
signment
thereof.

TO all, &c. *W. G. &c.* sends Greeting. *Whereas R. H. &c.* by Obligation under his Hand and Seal, bearing Date, &c. stands bound unto the said *W. G.* in the penal Sum of, &c. of lawful, &c. conditioned to be void on Payment of the Sum of — of like Money, on the, &c. then next ensuing, as thereby, Relation being thereunto had, may at large appear: *Now know ye*, that for better Security, and more sure Payment of the Debt or Sum of Money, which the said *W. G.* oweth, and is indebted to *H. G. &c.* and *J. S. &c.* on the Day of the Date hereof; and for and in Consideration of *5 s.* of lawful, &c. to the said *W. G.* in hand paid at or before Sealing hereof by the said *H. G.* and *J. S.* the Receipt whereof he doth hereby acknowledge; he the said *W. G.* hath assigned, transferred, and set over, and by these Presents doth assign, transfer, and set over, and deliver unto the said *H. G.* and *J. S.* their Executors, Administrators and Assigns, the said recited Bond or Obligation, and all Monies therein, and in the Condition thereof mentioned, and thereupon to grow due and payable; and all his Right, Title, Property, Benefit of Action, Claim and Demand, in and to the same: *To have*, hold, and receive the same unto the said *H. G.* and *J. S.* their Executors, Administrators and Assigns, to their own proper Use and Behoof, towards Payment of the Debt, or Monies owing to them, as aforesaid;

foresaid; and for the better Recovery and Receiving thereof, he the said *W. G.* doth hereby make and ordain the said *H. G.* and *J. S.* their Executors, Administrators and Assigns, jointly and either of them, severally to be his true and lawful Attornies irrevocable, in his Name, but to their own Use and Uses, as aforesaid, to demand, levy, sue for, recover, and receive by all lawful Ways and Means whatsoever, of and from the said *R. H.* his Heirs, Executors and Administrators, and all others whom it doth or shall concern, all such Sum and Sums of Money mentioned, in and due, or to grow due and payable, by and upon the said recited Bond or Obligation: And upon Receipt thereof, or any Part thereof, sufficient Discharges for the same to make and give, and the said *W. G.* doth hereby give and grant unto the said *H. G.* and *J. S.* jointly and severally, full Power and Authority in and touching the Premises, to sue, &c. and doth ratify all and whatsoever the said *H. G.* and *J. S.* jointly and severally shall legally do or procure to be done, in and touching the Premises: And the said *W. G.* doth hereby for himself, his Executors and Assigns, covenant and agree, to and with the said *H. G.* and *J. S.* their Executors, Administrators and Assigns, jointly and severally, as followeth, (*that is to say*) That he the said *W. G.* hath not at any Time heretofore received, released, or any Ways discharged the said recited Bond and Monies therein, and in the said Condition thereof mentioned, and thereon to grow due and payable, or any Part thereof; nor shall or will receive, release, or discharge the said Bond or Obligation, and Money therein mentioned, and thereupon to grow due, or any Part thereof; nor any Action, Suit, Process, or Proceeding at Law or in Equity, for Recovery or Receipt thereof, but at the Request, and with the Consent of the said *H. G.* and *J. S.* their Executors and Assigns, in Writing for that Purpose, under their Hands and Seals: And that he the said *W. G.* his Executors and Administrators, shall and will at all, or any Time or Times hereafter, at the Request of the said *H. G.* and *J. S.* their Executors and Assigns, make, do, and perform and execute all such further Powers, Acts, Deeds, and other Things whatsoever, for the further and better Assigning the said Bond or Obligation, and Monies therein mentioned, and thereupon to grow due as aforesaid, unto the said *H. G.* and *J. S.* their Executors and Assigns; and for the better enabling them to recover and receive the same to their own Uses as aforesaid, as by them, or either of them, or their, or either of their Counsel, shall be reasonably advised and required. *In Witness, &c.*

Power of
Attorney

Covenant
that the
Bond is
not any
Ways re-
leased or
discharg-
ed, &c.

For fur-
ther Assu-
rance.

Assignment of Orders for Security of Money due upon Bond.

TO all, &c. *R. A.* &c. sends Greeting. *Know ye*, that for better securing of the Payment of the Sum of, &c. unto *W. H.* &c. on the, &c. according to the Condition of one Obligation, under the Hand and Seal of the said *R. A.* bearing Date with these Presents, and in Consideration of 5 s. to the said *R. A.* at or before Sealing hereof, by the said *W. H.* truly paid, whereof he acknowledges the Receipt; he the said *R. A.* doth hereby assign, set over, and deliver unto the said *W. H.* his Executors, Administrators and Assigns, to his and their own Use and Uses, three several Orders in her Majesty's Exchequer, made to the said *R. A.* by Virtue of an Act passed, &c. of the several Numbers and Dates, and for the respective principal Sums of Money, payable with Interest, after the Rate of 6 l. per Cent. per Ann.

C c c

Ann. herein after mentioned, *viz.* one N^o. &c. together with the said several Sums of Money mentioned in, and all other Monies due, and to grow due, by and upon the said Orders, and every of them; and all the Estate, Right, Title, Interest, Claim and Demand of him the said R. A. of, in, and to the same, upon this Condition nevertheless, that if the said R. A. his Heirs, Executors or Administrators, shall truly pay or cause to be paid to the said W. H. his Executors, Administrators or Assigns, the said Sum of — according to the Condition of the said Obligation, then these Presents are to be void, and of none Effect; and the said three Orders are to be redelivered to the said R. A. his Executors or Assigns, any Thing aforesaid to the contrary notwithstanding. *In Witness, &c.*

Assignment of the next Presentation to a Church, for Security of Money due upon Bond.

TO all, &c. J. R. &c. sends Greeting. *Whereas* S. L. of, &c. the true and undoubted Patron of the Rectory of W. and Diocese of Rochester, by Writing under his Hand and Seal, dated the, &c. hath given, granted and assigned unto G. R. of, &c. the next Presentation, Advowson or Patronage of the said Rectory of W. for one Turn only so soon, and when the same shall happen next to become legally void, with Power therein to nominate and present such good and sufficient Clerk, as he shall think fit to choose, to be approved by the Ordinary for the Supply of the said Avoidance, when the same shall happen, which said G. R. by Writing or Endorsement on the said recited Grant, under his Hand and Seal, dated the, &c. hath declared the said Grant to be in Trust for the said J. R. and hath assigned the same, and next Presentation, Advowson or Patronage of the said Rectory of W. thereby granted unto the said J. R. to his own Use, as by the said recited Grant and Endorsement thereon, Relation, &c. *Now these Presents witness,* that for better Security of Payment of the Sum of — l. and Interest, due and owing by the said J. R. to B. R. &c. by Obligation under his Hand and Seal, dated the, &c. and of — l. more with Interest, due and owing by the said J. R. to the said R. B. by one other Bond under his Hand and Seal, bearing Date with these Presents, and for other good Considerations him moving, he the said J. R. doth hereby grant, assign and transfer unto the said R. B. his Executors, Administrators and Assigns, to his and their own Uses, the said recited Gift or Grant, and next Presentation, Advowson or Patronage of the Rectory of W. aforesaid, thereby granted, and all his Right, Benefit, Claim and Demand, in and to the same, free of all former Grants, Assignments, Charges and Incumbrances by him done: *Provided* always nevertheless, that if the said J. R. his Heirs, Executors or Assigns, do truly pay, or cause to be paid unto the said R. B. his Executors or Assigns, the said Sum of — l. and — l. on the, &c. with all Interest due, and then to be due for the same, according to the true Meaning of the said Bonds; these Presents shall be void, and of none Effect: And the said J. R. doth hereby covenant and agree with the said R. B. his Executors and Assigns, in case the said several Sums and Interest be not paid as aforesaid; that then he and they may dispose of the said Presentation, Advowson or Patronage, and out of the Monies thereby arising, pay and reimburse him and them-

themselves the said Monies and Interest, due and owing as aforesaid, paying the said *J. R.* the Overplus, (if any be) which the said *J. R.* in such Case doth impower him, and them to do accordingly; and that he the said *J. R.* will do any further Act to confirm the same, as shall be reasonably advised and required. *In Witness, &c.*

An Assignment of a Bond for peaceable Enjoyment of a Ship.

TO all, *&c. T. M. &c.* sends Greeting. *Whereas J. O. and D. R. &c.* by Obligation under their Hands and Seals, bearing Date, *&c.* stand bound unto the said *T. M.* in the Sum or Penalty of, *&c.* with Condition reciting therein, that they the said *J. O. and D. R.* by Bill of Sale under their Hands and Seals, dated therewith, for the Consideration therein-mentioned, did grant unto the said *T. M.* all that Ship called the *M.* Burthen about — Tuns, whereof *P. J.* then late was Master, and all Appurtenances and Things to the said Ship belonging; that if the said *T. M.* his Executors and Assigns, should enjoy the said Ship with her Appurtenances, free of all former Gifts, Grants, *&c.* by them, or any other Persons whatsoever, then the said Obligation to be void, or to that Effect, as by the said, *&c.* And whereas the said Ship by Bill of Sale dated herewith, is now sold unto *S. H. &c.* Now these Presents witness, that to the Intent the said *S. H.* may have and take the Benefit of the said Obligation, for his Security and Enjoyment of the said Ship, and in Consideration of the Sum of 5 s. to him in hand paid by the said *S. H.* before Sealing hereof; the Receipt whereof he doth hereby acknowledge; he the said *T. M.* hath assigned, and doth hereby assign and set over unto the said *S. H.* his Executors, Administrators and Assigns, the said recited Obligation; and all his Right, Title, Interest, Property, Benefit of Action, Claim and Demand, of, in and to the same: And the said *T. M.* doth hereby make, name and appoint the said *S. H.* his Executors and Administrators, his lawful Attorney, *&c.* And the said *T. M.* for him, his Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *S. H.* his Executors and Assigns, that he the said *T. M.* hath not at any Time released, vacated, destroyed or discharged the said Obligation; and will at any Time at the Request and Charge of the said *S. H.* his Executors and Administrators, do any further Acts, the better to enable him and them to recover and receive all Benefit and Advantage, by or in respect of the said Obligation, to his and their own Use and Uses, as by him and them, or his or their Counsel, shall be reasonably required. *In Witness, &c.*

An Assignment of a Debt for Security of another.

TO all, &c. *T.* &c. sends Greeting. *Know ye*, that towards Payment of the Debt or the Sum of — *l.* which the said *T.* now oweth, and is indebted to *A.* &c. for Goods sold and delivered to the said *T.* and for and in Consideration of *5 l.* to the said *T.* in hand paid, at or before Sealing and Delivery of these Presents, by the said *A.* the Receipt whereof he doth hereby acknowledge, he the said *T.* hath assigned, transferred, and set over, and by these Presents doth fully and absolutely, &c. unto the said *A.* his Executors, Administrators and Assigns, all such Sum and Sums of Money, which are due, owing, and payable to him the said *T.* for Smiths Work done, and Goods deliver'd, for, in or about the Royal Hospital at *Greenwich*, from the, &c. to the, &c. And also all Sum and Sums of Money, which shall or may grow and become due and payable to him for Work or Goods, which shall hereafter be done or delivered, for or about the said Hospital, until the said Sum of — *l.* so due and owing to the said *A.* shall be fully paid and satisfied; and all his Right, Title, Claim and Demand, of, in and to the same: *To have*, hold, and receive the same unto the said *A.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof: And for the better Recovery and Receiving thereof, he the said *T.* doth hereby make and ordain the said *A.* his Executors, Administrators and Assigns, to be his true and lawful Attorney, &c. [*As usual*] may concern all such Sum and Sums of Money now due, and which shall or may grow and become due, owing and payable to the said *T.* herein before assigned, until full Payment of the said Sum of — *l.* due and owing to the said *A.* as aforesaid: And upon Receipt thereof, or any Part thereof, from Time to Time, to give sufficient Discharges for the same, and doth hereby ratify, &c. And the said *T.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *A.* his Executors and Assigns, as followeth, (*that is to say*) That he the said *T.* his Executors or Administrators, will not at any Time hereafter, until the said Debt or Sum of — *l.* now due to the said *A.* is fully paid, receive, release, or discharge any of the said Monies herein before assigned, or any Part thereof, nor any Action, Suit, Process, or Proceeding at Law or in Equity, for Recovery or Receipt thereof, but at the Request, and with the Consent of the said *A.* his Executors or Assigns, in Writing for that Purpose, under his or their Hands and Seals: And that he the said *T.* R. his Executors or Administrators, shall and will at all Times hereafter, at the Request and Charges of the said *A.* his Executors and Assigns, avow, justify, and maintain all Actions, Suits, and other Proceedings at Law or in Equity, for Recovery of the said Money hereby assigned, and will make, give, do, and perform all such further Powers, Acts, Deeds, and Things whatsoever, for the further and better Assigning unto the said *A.* his Executors, Administrators and Assigns, all such Sum and Sums of Money, which are and shall grow due to him aforesaid, for the enabling him and them to sue for, recover and receive the same, to his and their own Uses, as by him or them, or his or their Counsel, shall be reasonably advised and required. *In Witness*, &c.

Short Assignment of a Lease.

THIS Indenture, &c. between *H. G. &c.* (the Relict and surviving Executrix of the last Will and Testament of *F. G.* late, &c.) of the one Part, and *J. C. &c.* of the other Part. *Whereas S. C.* of, &c. by Indenture of Lease, under her Hand and Seal, dated the, &c. for the Consideration therein mentioned, did grant, lease, and to farm let unto the said *H. G.* (since deceased) all, &c. [*Here insert the Parcels*] together with all Shops, Rooms, Lights, Easements, Commodities and Appurtenances to the same, belonging or appertaining: *To hold* unto the said *H. G.* his Executors, Administrators and Assigns, from the Feast-Day of, &c. then last past, unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended at and under the Yearly Rent of — payable Quarterly, as by the said recited Indenture of Lease, Relation, &c. *Now this Indenture witnesseth*, that in Consideration of 5 s. to the said *H. G.* in hand paid, at or before Sealing hereof, by the said *J. S.* the Receipt whereof the said *H. G.* doth hereby acknowledge, and for other good Considerations, her thereunto moving, she the said *H. G.* hath granted, bargained, sold, assigned and set over, and doth hereby grant, bargain, sell, assign, and set over unto the said *J. S.* the said recited Indenture of Lease, and the said Messuage or Tenement, and all other the Premises, with the Appurtenances thereby mentioned, or intended to be demised; and all her Estate, Right, Title, Interest, Term of Years therein to come, and unexpired, Benefit, Possession, Reversion, Claim and Demand, of, in or to the said Premises, with the Appurtenances, by Virtue of the said recited Indenture of Lease, last Will of the said *F. G.* or otherwise howsoever: *To have* and to hold the said Messuage or Tenement, and all other the Premises by the said recited Lease, demised with the Appurtenances unto the said *J. S.* his Executors, Administrators and Assigns, from henceforth, for and during all the rest and Residue of the said Term of — Years, thereby granted, yet to come, and unexpired, under, and subject to the Rent and Covenants therein reserved, and contained, on the Tenant's Part of the said Premises, to be paid and performed: And the said *H. G.* for herself, her Executors and Administrators, doth covenant, promise and agree, to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, that he the said *J. S.* his Executors, Administrators and Assigns, shall and may from henceforth, for and during, all the Residue of the said Term of Years, by the said recited Lease, granted yet to come, and unexpired, peaceably and quietly occupy and enjoy the said Messuage and Premises by the said Lease demised, and herein before assigned, without any Let, Suit, Trouble or Interruption, and free and clear, from and from all former Assignments, Surrenders, Rent and Arrears of Rent, and Incumbrances whatsoever, had, done or suffered by the said *H. G.* or the said *F. G.* her late Husband deceased, or either of them, or any others, by or through their, or either of their Means, Act, Default or Procurement, the Rent and Covenants in the said recited Lease reserved and contained, which from the Feast-Day of, &c. (*or henceforth*) on the Tenant's Part of the Premises, shall grow due to be paid and performed, only excepted: And the said *J. S.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree with the said *H. G.* her Executors, Administrators and Assigns, that he the said *J. S.* his Executors, Administrators and Assigns, will from the said Feast-Day of, &c. (*or henceforth*) for all the Residue of the

Recital of
the Lease.

the said Term of — Years, by the recited Lease granted, truly pay the said yearly Rent of — thereby reserved, and will also perform and keep all and every the Covenants and Agreements therein contained, which on the Tenant's Part of the said Premises shall grow due to be paid and performed; and thereof and therefrom, and from all Actions, Suits, Charges and Damages, for or concerning the same, or the Nonpayment, or Nonperformance thereof, shall and will at all Times, save, and keep harmless and indemnified the said *H. G.* her Executors and Administrators, and her and their Goods and Estate. *In Witness, &c.*

Assignment of a Policy of Insurance of a House on assigning the Lease.

TO all, &c. *A.* sends Greeting. *Whereas* the said *A.* by a certain Writing or Policy of Insurance, under the Hands and Seals of *D. E.* and *H.* Trustees for insuring Houses, Chambers or Rooms, from Loss by Fire, by amicable Contributions, dated, &c. hath insured the Sum of 150*l.* on a Brick-house, situate, &c. in Possession of — for the Term of seven Years then to come: *Now know ye*, that the said *A.* in Consideration of 5*s.* &c. by *B. &c.* doth hereby assign and transfer unto the said *B.* to whom he hath assigned the said Messuage and Premises, for his Term therein, his Executors, Administrators and Assigns, the above recited Instrument, or Policy of Assurance; and all Sum and Sums of Money, and other Benefit, &c. [*The rest the same as Assignment of Policy of Insurance endorsed. Vide further.*]

Assignment of a Policy of Insurance of a Ship, in Pursuance of an Award.

TO all, &c. *L. B. &c.* Executors of the last Will and Testament of *J. B.* late of, &c. sendeth Greeting. *Whereas* the said *J. B.* by a certain Writing or Policy of Insurance, bearing Date, &c. hath made Insurance upon the Ship *G. J. B.* Master, for her Voyage from *A.* to *L.* as thereby, Relation, &c. which said Policy of Insurance was so made unto, and in the Name of the said *J. R.* but for the proper Account of *J. J. &c.* and whereas the said Ship was lost in the said Voyage: *Now these Presents witness*, that the said *L. B.* in Pursuance of a certain Writing of Award indented, bearing Date, &c. made and given up by, &c. under the Hands and Seals of *T. J.* and *S. H.* of, &c. and in Consideration of 12*d.* of lawful, &c. to her in hand, at or before Sealing and Delivery hereof, by the said *J. T.* truly paid; the Receipt whereof she doth hereby acknowledge; she the said *L. B.* Executrix, as aforesaid, hath assigned, transferred, and set over, and by these Presents doth, &c. unto the said *J. T.* the said recited Writing, or Policy of Insurance, and all Sum and Sums of Money therein, and thereby assured, and which is now remaining due and payable thereupon; and all her Right, Title, Interest, Trust, Claim and Demand, of, in and to the same: *To have*, hold, and receive the same unto the said *J. T.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses; and for the better Recovery and Receiving the Money, which

which is now remaining due upon the said recited Writing, or Policy of Insurance, the said *L. B.* as Executrix aforesaid, doth hereby make, ordain and appoint, &c. and receive all such Sum and Sums of Money, as are now remaining due and payable upon the said recited Policy of Insurance, of and from all Person and Persons whom it doth or may concern; and upon Receipt thereof, &c. *In Witness, &c.*

Reassignment and Surrender of mortgaged Premises, endorsed on a conditional Release, on Payment of Principal and Interest.

KNOW, &c. by these Presents endorsed, that for and in Consideration of the Sum of — *l.* of lawful, &c. to him the within-named *A.* in hand, at or before Sealing and Delivery hereof, by the within-named *B.* well and truly paid, in full of all Principal and Interest, due by and upon the within-written Indenture; the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *B.* his Heirs, Executors and Administrators for ever, by these Presents, the said *A.* and likewise the within-named *C.* by his Direction and Appointment, testified by his Signing and Sealing these Presents, do and either of them, doth grant, bargain, sell, release, surrender and deliver up unto the said *B.* his Heirs, and Assigns, the Messuage or Tenement, Lands, Grounds, and all and singular other the Premises within-mentioned, to be granted, bargained, sold, released and confirmed, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; and all their, and either of their Estate, Right, Title, Interest, Trust, Possession, Inheritance, Claim and Demand, of, in and to the same, and every Part thereof, by Virtue of the within-written Indentures, or the therein recited Indentures, every or any of them, or by any other Ways or Means, Right or Title whatsoever, together with the within-written, and the therein recited Indentures, and every of them; and all other Deeds and Writings in their, or either of their Hands or Custody, touching and concerning the said Premises, or any Part thereof: *To have* and to hold the said Messuage or Tenement, Lands and Premises, with the Appurtenances, and every Part thereof unto the said *B.* his Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said *B.* and of his Heirs and Assigns for ever, discharged of all or any Right, Claim or Demand, of, in or to the same, by Virtue of the within-recited, and within-written Indenture, or either of them, or otherwise howsoever: And the said *A.* and *C.* for themselves, their Heirs and Assigns, do severally and respectively, and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with the said *B.* his Heirs and Assigns, by these Presents, that they the said *A.* and *C.* respectively, have not at any Time heretofore made, done, committed, or willingly suffered to be done, any Act, Matter or Thing whatsoever, whereby, or by Means whereof the said Messuage or Tenement, Lands and Premises within-mentioned, to be granted, or any Part thereof, is, are or shall, or may be impeached, charged, or incumbered in any Manner of wise. *In Witness, &c.*

Mutual

Mutual Assignment between two Partners (upon determining the Partnership, off-bad Debts, which are divided equally, and mentioned in two Schedules, and assigned to each other respectively.

THIS Writing indented made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part. *Whereas* the said Parties were lately Copartners in the Trade of a —, which Partnership is determined: *And whereas* several Debts owing to the said Parties on Account of their late Partnership are still standing out and unreceived, and are by the said Parties reckoned to be doubtful or desperate; which are mentioned in the two Schedules hereon endorsed: And they have agreed to divide the same between them in Manner as hereunder is mentioned; *viz.* The said *A.* is to have and receive the Debts mentioned in the first Schedule hereon endorsed, to his own Use; and the said *B.* is to have and receive the Debts mentioned in the second Shedule hereon endorsed, to his own Use: *Now therefore* these Presents witness, that in Pursuance of the said Agreement; and in Consideration of 12 *l.* to the said *A.* in Hand paid, at or before, &c. by the said *B.* he the said *A.* doth hereby fully and absolutely assign and release unto the said *B.* his Executors, Aministrators and Assigns, to his and their own proper Use and Uses, without any Account to be made or given for or concerning the same, all his Right, Title, Claim, Interest, Part, Share, Benefit and Demand whatsoever, of, in and to the said several Debts and Sums of Money, due and owing to the said Parties on their joint Account as aforesaid, mentioned in the said second Schedule hereon endorsed, by Virtue of the said recited Indentures of Copartnership, or otherwise howsoever: And the said *A.* doth hereby make and appoint the said *B.* his Executors and Assigns, his true and lawful Attornies irrevocable, to demand, sue for, recover and receive the said Debts mentioned in the said second Schedule, to his and their own Use and Uses, as aforesaid, from the several Persons therein mentioned, and all others whom it may concern; and upon Receipt or Recovery thereof, or of any of them, or any Part thereof, to give sufficient Discharges for the same; and to do all other Matters and Things for the Recovery, Receiving and Compounding for the same, as fully as he himself solely or jointly with the said *B.* might or could do: And doth hereby ratify and confirm all and whatsoever the said *B.* his Executors and Assigns shall legally do, in and touching the Premises: *And* these Presents further witness, that in Pursuance of the Agreement aforesaid, and in Consideration of 12 *l.* &c. [*B.* in like Manner assigns to *A.* the Debts mentioned in the first Schedule, and impowers him to receive the same]; and each of them the said *A.* and *B.* for himself, his Executors and Administrators, doth hereby covenant, promise and agree, to and with the other of them, his Executors, Administrators and Assigns, as followeth (*that is to say*) That neither of them the said *A.* hath at any Time heretofore received, released or discharged the Debts herein before assigned and released to the other of them; nor any of them, nor any Part thereof; nor that either of them, his Executors or Administrators, will at any Time hereafter receive, release or discharge the Debts by them respectively assigned to the other of them, or any Part thereof, or any Action, Suit or Process for the Recovery and Receiving thereof, but at the Request and with the Consent in Writing, for that Purpose under the Hand and Seal of the other of them, his Execu-

tors and Administrators; and that either of them, his Executors or Administrators, shall and will at the Request and Charge of the other of them, his Executors and Administrators, do any further Act for the better and more perfect Assigning, Releasing and Confirming the Debts herein before assigned by them respectively unto the other of them his Executors and Assigns; and for the Enabling him and them to receive and recover the same to his and their own Use and Uses, as aforesaid, as shall be reasonably required: *And lastly*, that in Case it shall appear to be proved that either of the said Parties hath received any of the Debts herein before assigned to the other of them; or any Part thereof, in such Case such of the said Parties who shall so have received the same, his Executors or Administrators, shall and will pay and make good the full Debts so by him received or discharged to the other of them, his Executors or Assigns, within one Month after Notice thereof to him or them to be made or given. *In Witness, &c.*

Assignment of a conditional Bill of Sale of Goods, and Bond for Security of Money lent.

THIS Writing indented, made, &c. between A. &c. of the one Part, and B. &c. of the other Part. *Whereas* C. of, &c. by Bill of Sale under his Hand and Seal, bearing Date, &c. reciting therein, that whereas the said C. by Bond under his Hand, &c. the said C. for better Security of Payment of the said — l. and for other the Considerations in the said recited Bill of Sale mentioned, did thereby grant, bargain and sell unto the said A. the several Goods mentioned in the Schedule to the said recited Bill of Sale annex'd, being in a Warehouse at —, in the Possession of the said A. *To hold* the said Premises unto the said A. his Executors, Administrators and Assigns, to his and their own Use and Uses for ever, subject unto, and under a Proviso contained in the said recited Bill of Sale, for making void thereof upon Payment of the said Sum of — l. on the said, &c. [or to that Effect] as therein is mentioned, as by the said recited Bill of Sale, Relation, &c. *Now these Presents witness*, that the said A. for and in Consideration of the Sum of — l. of lawful, &c. to him in Hand, &c. by the said B. well and truly paid, the Receipt, &c. he the said A. hath assigned and set over, and by, &c. doth, &c. unto the said B. the said recited Bond or Obligation, and all Monies therein or in the Condition thereof mentioned, and thereupon to grow due and payable; and all his Right of Action, Benefit, Property, Claim and Demand in and to the same; and doth hereby give full Power and Authority to him and them, to demand, recover and receive the same; and doth also hereby grant, bargain, sell and assign unto the said B. his Executors, Administrators and Assigns, the said recited Bill of Sale, Goods and Premises thereby bargained and sold; and all his Right, Claim and Demand of, in and to the same, *To have* and to hold the said Goods and Premises; and to have and receive the said Money to grow due as aforesaid, unto the said B. his Executors, Administrators and Assigns, to his and their own proper Use and Uses, from henceforth for ever, subject to the Proviso in the said recited Bill of Sale, and herein after contained: *Provided, &c.* [Common to pay Money] without Deduction for Taxes [Covenant to pay the Money as common]; and if Default shall happen to be made in Payment thereof as aforesaid, contrary to the true Meaning of these Presents, that then he the said A. his Executors, Administrators and Assigns, shall and will at the Request

Covenant
for fur-
ther As-
surance.

quest and Charges of the said *B.* his Executors, Administrators and Assigns, make, do and execute all such further Acts, Deeds, Powers and Things whatsoever, as well for the better enabling the said *B.* his Executors and Assigns, to demand, recover and receive the said Money to grow due and payable upon the said recited Bond; as also for the more sure-making and ensuring the said Goods and Premises by the said recited Bill of Sale sold and hereby assigned, as aforesaid, unto the said *B.* his Executors, Administrators and Assigns, as by him or them, &c. And upon full Payment of the said Sum of — as aforesaid, the said *B.* doth agree to redeliver the said Goods unto the said *A.* his Executors or Assigns (Casualties excepted). *In Witness, &c.*

Assignment of Shares in Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration-Money.

K NOW all, &c. That I *A. B.* of, &c. Mariner, late Master of the Private Man of War called the —, whereof *C. D.* was Commander, in Consideration of — *l.* of, &c. to me in Hand, &c. by *D. E.* of, &c. the Receipt, &c. and thereof, &c. have assigned, transferred and set over, and do hereby assign, &c. unto the said *D. E.* all such Sum and Sums of Money as are due, owing, payable or belonging unto me for my nine Shares; and likewise for — Shares more, due and belonging to my Son and Servant *F. E.* who sailed in the said Ship, of, in, to and out of two several Ships, with the Appurtenances and their Lading and Cargo's, one called the —, and the other the —, both of them being taken by the said Privateer called the —, the said *C. D.* Commander, and are since condemned as lawful Prize; and all my Right of Action, Claim, Interest and Demand, of, in and to the said Shares in the said Prizes: *To have*, hold and receive the same unto the said *D. E.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and to the Intent he may be better enabled to receive the said Premises, I do hereby make, constitute and appoint the said *D. E.* his Executors, Administrators and Assigns, to be my true and lawful Attorney irrevocable, to demand, recover and receive the said hereby assigned Premises from the said *C. D.* and all other Persons whom it doth or shall concern; and to call all Persons concerned therein to Account concerning the same; and upon Receipt or Recovery thereof, to give Discharges for the same; And I do hereby authorize the said *D. E.* to use, have and take all Ways and Means in the Law, or otherwise, for Recovery thereof, as fully as I my self might or could do; and do ratify, &c. And I do further covenant to and with the said *D. E.* his Executors, Administrators and Assigns, that upon his or their Request I will do all or any such further Acts, Deeds and Things, for the better enabling him and them, to recover and receive the aforesaid — Shares in the said Prizes, and all Monies due and to be due for the same herein before assigned, as shall be reasonably advised: And it is hereby declared by the said Parties, and the said *D. E.* doth hereby covenant and agree, to and with the said *A. B.* his Executors and Assigns, that if the Monies to be received by the said — Shares in the said Prizes before assigned, shall amount to more than the said — *l.* after all Charges deducted

deducted for Recovery thereof, he the said *D. E.* shall and will be accountable for, and pay the same unto the said *A. B.* his Executors, Administrators or Assigns, any thing aforesaid to the contrary notwithstanding. *In, &c.*

Assignment of Monies due upon an Account.

KNOW, &c. That I *A. B.* of, &c. in Consideration of the Sum of—*l.* of, &c. to me in Hand paid by *C. D.* of, &c. do hereby assign and set over unto the said *C. D.* to his own proper Use, without any Account to be given for the same, the Sum of —*l.* and all other Sum and Sums of Money as are remaining, due and payable upon or by Virtue of the annex'd Account; and all my Right, Title, Interest and Demand in and to the same: And do give and grant unto the said *C. D.* full Power and Authority to demand and receive the same to his own Use; and upon Receipt thereof to give Discharges for the same, or any Part thereof: And I the said *A. B.* do hereby covenant and agree, to and with the said *C. D.* that the said Sum of —*l.* is justly due and owing, and that I have not received or discharged the same, or any Part thereof. *In Witness, &c.*

Assignment of Part in a Sum of Money subscribed for Exchequer-Bills.

THIS Writing indented, made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part. *Whereas* the said *A.* hath subscribed 5000 *l.* for Payment of the Sum towards the Circulating of Exchequer-Bills, according to a certain Writing indented, or Contract, being for that Purpose made with the Right Honourable the Lords Commissioners of his Majesty's Treasury, dated at the Treasury-Chamber the —: *Now these Presents witness*, that the said *A.* for and in Consideration of the Sum of 8 *l.* of, &c. to him in Hand paid at, &c. by the said *B.* the Receipt, &c. and thereof, &c. hath assigned and transferred, and by, &c. doth, &c. unto the said *B.* and his Assigns, to his and their own proper Use, the Sum of 1000 *l.* Part of the said 5000 *l.* by him the said *A.* subscribed, as aforesaid; and all Sums of Money and other Benefit, Profit and Advantage whatsoever, which shall or may arise or become due for, by reason or in respect of the said 1000 *l.* upon or by Virtue of the said Contract or Subscription, or otherwise; and all his Right, Title, Interest, Property, Claim and Demand in and to the same, and subject to the several Articles, Agreements and Proviso's therein contained on the Part of the said *A.* in respect of the said 1000 *l.* to be performed: And the said *A.* doth hereby fully authorize him the said *B.* his Executors, Administrators and Assigns, to do and perform all Things in Order to the Recovery or Receipt, and all Benefit and Advantage, by or in respect of the said 1000 *l.* to his and their own proper Use and Benefit, as fully and amply in every respect as he the said *A.* might or could do, if he were personally present: And he the said *A.* for himself doth covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns in Manner following; *viz.* That he the said *A.* his Executors, Administrators and Assigns, shall and will at any Time or Times hereafter, at

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the Request, Costs and Charges of the said *B.* his Executors, Administrators and Assigns, do, or procure to be done any further Act or Acts, for the better assigning his Right and Property in and to the said 1000 *l.* and enabling the said *B.* and his Assigns to recover and receive all Benefit and Advantage by or in respect of the said 1000 *l.* as aforesaid, as shall be reasonably required: And the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* his Executors and Administrators, that he the said *B.* his Executors, Administrators and Assigns, shall and will duly pay, or cause to be paid the said Sum of 1000 *l.* Part of the said 5000 *l.* subscribed by the said *A.* as aforesaid, at such Times, and in such Manner as the same, or any Part thereof shall be required or demanded, according to the true Intent and Meaning of the said recited Writing indented, with the said Conditions of the Treasury; and thereof, and therefrom, and of and from all Actions, Suits, Payments, Costs, Troubles and Damages by reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said *A.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them. *In Witness, &c.*

An absolute Assignment of a Debt.

TO all, &c. *A. B. &c.* sends Greeting. *Whereas* there is due and owing to the said *A. B.* by and from *E. F.* of, &c. the Sum of — *l.* for Brokeridge, as by his Bill delivered to the said *E. F.* and by him signed, and the Acknowledgment thereof under his Hand thereon indorsed, may appear: *Now these Presents witness*, that for and in Consideration of the Sum of — *l.* of, &c. to the said *A. B.* in Hand paid, &c. by *C. D. &c.* the Receipt, &c. and thereof, &c. he the said *A. B.* hath assigned, transferred and set over, and by these Presents doth assign, &c. unto the said *C. D.* the said Debt or Sum of — *l.* so due and owing to him, by and from the said *E. F.* as aforesaid; and all his Right, Title, Interest, Property, Claim and Demand, of, in and to the same [as of, in and to any the Estate of the said *E. F.* assigned by him in Trust for his Creditors in respect thereof, together with the said Bill] *To have*, hold and receive the same unto the said *C. D.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and for the better Recovery, &c. [*Power of Attorney*]; and the said *A. B.* for himself, his Executors and Administrators, doth hereby covenant and agree with the said *C. D.* his Executors, Administrators and Assigns, as follows; *viz.* That the said Sum of — *l.* is at the Sealing hereof justly due and owing to the said *A. B.* from the said *E. F.* as aforesaid; and that he will not receive, release or discharge the same, or any Part thereof, but with the Consent in Writing of the said *C. D.* And lastly, will do all such further Acts and Things for the better assigning the said Debt unto, and enabling the said *C. D.* his Executors and Assigns, to receive the same to his and their own Use and Uses, as shall be reasonably required. *In, &c.*

Another absolute Assignment of Debts to a Person, in Trust for himself and the rest of the Creditors of the Assignor, towards Payment of his Debts.

TO all, &c. *A. B. &c.* sends Greeting. *Know ye*, that the said *A. B.* for and towards Satisfaction and Payment of the Debts and Monies by him due and owing unto the said *C. D.* of, &c. and other the Creditors of the said *A. B.* and for and in Consideration of 5 *l.* of lawful, &c. to the said *A. B.* in Hand, &c. by the said *C. D.* well and truly paid, &c. he the said *A. B.* hath assigned, transferred and set over, and by, &c. doth, &c. unto the said *C. D.* all that Debt or Sum of — *l.* remaining due and owing to the said *A. B.* by and from *E. F.* deceased, and since from *G. H.* or from whom else the same is due and owing in *Jamaica* on Account; and all that other Debt, or Sum of — *l.* remaining due and owing to the said *A. B.* by and from the said *E. F.* deceased, and since from the said *G. H.* or from whom else the same is due and owing upon Account for Goods; and all his Right, Title, Interest, Benefit of Action, Claim and Demand, of, in and to the same Debts, and either of them, *To have*, hold, receive, take and enjoy the said Debt, and either of them, and every Part thereof, unto the said *C. D.* his Executors, Administrators and Assigns in Trust, to and for the proper Use and Behoof of himself and other the Creditors of the said *A. B.* towards the Debts owing to them severally, by and from the said *A. B.* in Proportion, according to their several Debts, to be divided amongst them: And to the Intent the said *C. D.* may be the better enabled to receive, &c. [Power of Attorney] but to the Uses aforesaid, to demand, &c. [Covenant that the Debts are justly due, and that he will not release them without Consent] And that he the said *C. D.* shall and may receive the same to the Uses as aforesaid, without any Let or Denial of or by the said *A. B.* or any other Person or Persons: And lastly, &c. to do any further Acts. *In Witness*, &c.

An absolute Assignment of a Note of a Man's Hand carrying Interest.

TO all, &c. *A. &c.* and *B. &c.* send Greeting. *Know ye*, that in Consideration of 5 *l.* to the said *B.* in Hand paid at, &c. by *C.* of, &c. the Receipt, &c. and thereof, &c. and of the further Sum of 5 *l.* secured to be paid to the said *B.* by Note under the Hand of the said *C.* of the Date hereof; and in Consideration of 12 *d.* to the said *A.* in Hand paid, at, &c. by the said *C. &c.* the said *A.* at the Request, and by, and with the Consent and Direction of the said *B.* testified by his being a Party to, and Signing and Sealing hereof; and likewise the said *A.* and *B.* do, and either of them doth hereby assign and set over unto the said *C.* a Note under the Hand of *D.* dated —, for the Sum of 36 *l.* payable with Interest at *Michaelmas* then next, whereon remains due the Sum of 30 *l.* which Note is by Endorsement under the Hand of the said *B.* dated —, made payable unto the said *A.* or Bearer, but was nevertheless in Trust only for the said *B.* and is since delivered up to the said *B.* together with the Sum of 30 *l.* so remaining due and payable upon the said Note; and all other Monies due and to grow due thereupon; and all their, and either of their Right, Title, Claim and Demand,

mand, of, in and to the said Note and Sum of 30 *l.* remaining due, and all other Monies to grow due thereupon: *To have*, hold and receive the same unto the said *C.* his Executors, Administrators and Assigns, to his and their own Use and Uses for ever, without any Account to be made or given for the same: And they the said *A.* and *B.* do, and either of them doth hereby give and grant unto the said *C.* his Executors, Administrators and Assigns, all their, and either of their full Power and Authority, to demand, &c. [*Power of Attorney*] And the said *A.* and *B.* do hereby for themselves, their Executors, Administrators and Assigns, jointly and severally covenant and agree, to and with the said *C.* his Executors, Administrators and Assigns, as followeth; *viz.* That the remainig 30 *l.* mentioned to be due upon the said Note, and Interest for the same, is justly due and owing to them, or one of them; and that they, or either of them, have not received or discharged the said remaining 30 *l.* or the Interest due on the said Note, or any Part thereof, or the said Note, or any ways incumbered the same; nor will at any Time hereafter release or discharge the same, but at the Request and with the Consent in Writing under the Hand and Seal of the said *C.* his Executors or Administrators; and that they, and either of them, will on Request do any further Act for the better assigning the said Note and Money thereon due and to grow due unto the said *C.* his Executors and Assigns, and to enable him and them to recover and receive the same, to his and their own Use and Uses, as shall be reasonably required. *In Witness, &c.*

An absolute Assignment of a Bond, wherein there is a Covenant, That if the Monies shall not be duly paid by the Obligor at the Time mentioned therein, that then the Assignor shall make it good and pay the same, and in such Case the Assignee to reassign the Bond to the Assignor.

TO all, &c. *A. B. &c.* sends Greeting. *Whereas E. F. and G. F. &c.* by Obligation, &c. [*The Recital and Assignment as common, but absolutely, and at last add*] And for the better securing the said Sum of — *l.* and Interest thereof, it is agreed, the said *A. B.* in Consideration of the said Sum of — *l.* to him paid as aforesaid, hath undertaken, and doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that if the said Sum of — *l.* with the Interest for the same, shall not be duly paid by the said *E. F.* and *G. F.* their Heirs, Executors or Administrators, or some of them, on the said — at the Time mentioned in, according, to and in Discharge of the Condition of the said recited Obligation, that then and in such Case he the said *A. B.* his Heirs, Executors or Administrators, shall and will pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of — *l.* and all Interest due and to grow due for the same, and all Charges in respect thereof; he the said *C. D.* his Executors, Administrators or Assigns, upon such Payment thereof by the said *A. B.* his Heirs, Executors or Administrators assigning and delivering the recited Obligation to the said *A. B.* his Executors or Administrators, or to such other Person or Persons as he or they shall direct, safe and uncanceled, to the Intent he and they may recover and receive

ceive the said — *l.* and the Interest thereof, to his and their own Use, notwithstanding any wilful Act by him or them, to be done to the contrary, and at the Charge of the said *A. B.* his Executors and Assigns, giving and executing to him and them, such Power, Acts and Things in that Behalf, as the said *A. B.* his Executors or Administrators, or his or their Counsel, shall be advised and required, which the said *C. D.* doth hereby covenant and agree, in such Case to seal and execute accordingly: And to the Payment and Performance of the Covenants, Payments and Agreements herein contained on the Part of the said *A. B.* his Heirs, Executors and Administrators, to be paid and performed, he the said *A. B.* bindeth himself, his Heirs, Executors and Administrators unto the said *C. D.* his Executors, Administrators and Assigns, in the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents. *In Witness, &c.* Penalty.

Another, wherein there is a Covenant from the Assignor, to avow and maintain any Action, &c. brought against the Obligor by the Assignee, (he indemnifying him).

A*FTER the Power of Attorney add]* And the said *A. B.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Executors and Administrators shall and will at all Times hereafter, at the Request and Charges of the said *C. D.* his Executors, Administrators and Assigns, [avow, justify and maintain all such Actions, Suits and Proceedings at Law and in Equity, which shall or may be commenced and prosecuted for Recovery and Receiving, and will] make and give such further Powers, and do and perform such further Acts, Deeds and Things, for the better enabling the said *C. D.* his Executors, Administrators and Assigns, (to recover and receive all the Sum and Sums of Money mentioned in the said Obligation and Condition thereof, and thereupon due, and to grow due and payable to his and their own Use and Uses, as by him,) &c. [Or thus] recover and receive the said Monies due, and to grow due, by and upon the said recited Bond, as by him or them, &c. He the said *C. D.* his Executors, Administrators and Assigns, indemnifying and saving harmless the said *A. B.* his Executors, Administrators, Goods and Estate, from all such Costs, Charges and Damages, for or by Reason of any Actions, Suits or Proceedings at Law or in Equity, for or upon the said Bond, and recovering and receiving the Money therein-mentioned. *In Witness, &c.* In some others these Words were in.

Assignment of a Bond of Bottomry.

T*HE same as an Assignment of another Bond, only after the Recital of the Bond recite]* And whereas the said Ship did on or about the — safely arrive in the River of *Thames* from the said Voyage: Now know ye, &c.

Assign-

Assignment of a Bond for collateral Security of Money lent on another; [Vide same in the 3d Vol.] little Variation from an absolute Assignment, as to the Form, but only to be upon Proviso, and the Bond assigned was not recited, but put in the assigning Part.

Assignment of a Judgment.

TO all, &c. *A. B.* sends Greeting. *Whereas* the said *A. B.* did in *Michaelmas* Term 17— recover a Judgment against *E. F.* &c. in her Majesty's Court of King's Bench at *Westminster*, for — *l.* Debt, besides Costs of Suit, as by the Record thereof remaining in the said Court, may more at large appear. *Now know ye*, that the said *A. B.* for divers good Causes and Considerations, him thereunto especially moving, hath assigned and set over, and by, &c. doth, &c. unto *C. D.* of, &c. his Executors, Administrators and Assigns, the said Judgment so recovered and obtained against the said *E. F.* as aforesaid, and all Benefit, Sum and Sums of Money, Profit and Advantage whatsoever, which shall or may be had, obtained or gotten, for, upon, or by Reason or Means thereof, or of any Action, Execution or Extent thereof, or thereupon to be had, sued or taken; and all his Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in and to the said Judgment, or any Sum or Sums of Money, Lands, Tenements, or other Things, which by Virtue thereof, or of any Execution, Process or Proceeding, thereupon to be sued, shall be had or recovered: And the said *A. B.* doth hereby authorize and appoint the said *C. D.* his lawful Attorney, in the Name of him the said *A. B.* to sue and prosecute any Action, Execution or Extent upon the said Judgment, and to acknowledge, make, and give full Satisfaction, Release or Discharge for the same; and doth hereby for himself, his Executors and Administrators, confirm and ratify all legal Acts, Matters and Things, to be done and accomplished by the said *C. D.* his Executors, Administrators or Assigns, in and touching the Premises: And the said *A. B.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, as followeth, (*that is to say*) that he the said *A. B.* will not at any Time hereafter, unless at the Request in Writing of the said *C. D.* his Executors or Assigns, release, vacate, or discharge the said Judgment obtained as aforesaid: And that the said *A. B.* will upon Request, and at the Costs and Charges in the Law of the said *C. D.* his Executors or Assigns, do and execute all, or any such further Acts, Matters or Things whatsoever, for the better Assigning the said Judgment, and recovering, obtaining, and enjoying all Sums of Money, Lands, Tenements, and other Benefit or Advantage, by, upon or by Virtue of any Extent or Execution thereupon, to his and their own proper Use and Uses, as by the said *C. D.* &c. and the said *C. D.* doth hereby agree to and with the said *A. B.* his Executors and Administrators, that he the said *C. D.* his Executors and Administrators, will at all Times hereafter save harmless, and keep indemnified the said *A. B.* his Executors and Administrators, from all Damages and Expences, for or by Reason of suing out any Execution, or other Proceedings upon the said Judgment. *In Witness, &c.*

Assignment and Release, of a Lease of a Messuage from one joint Executrix and residuary Legatee to another, being Part of the residuary Estate of the deceased; and mutual Discharges from each other upon dividing the Remainder of the residuary Estate, and making a final Account.

THIS Writing indented, made, &c. between A. H. &c. and B. his Wife, formerly B. C. Widow, one of the Daughters and Executrix of the last Will and Testament of D. late, &c. deceased, of the one Part, and E. F. &c. Widow, formerly E. G. Widow, the other Daughter and joint Executrix with the aforesaid B. her Sister, of the last Will of the said Deceased, of the other Part: *Whereas, &c. [Recite a Lease to the said D.] And whereas the said D. by his last Will and Testament in Writing, bearing Date, &c. after the several Legacies therein given and bequeathed, did give, will and devise all that his Messuage or Tenement, with the Appurtenants, wherein he then dwelt, and his Lease thereof, (being the aforesaid Messuage) and all other his Messuages or Tenements whatsoever, with the Residue and Remainder of all and singular his Goods, Chattels, Leases, Plate, Household-stuff, Debts, ready Money, and other his Estate whatsoever and wheresoever, and not therein before disposed of, his just Debts and Funeral Charges being paid and discharged, unto his said two Daughters B. C. and E. G. to be equally had and parted between them; and did thereby constitute his said two Daughters B. C. and E. G. joint Executrices of his said Will, as by the said recited Lease and Will, Relation, &c. And whereas the said B. C. now B. H. and E. G. now E. F. duly proved the said Will, and took upon them the Execution thereof, and paid and discharged all the Debts owing by the said D. at his Decease, which have appeared, or been demanded, and his Funeral Charges, and the several Legacies given and bequeathed by the said Will, and have divided between them, and each of them hath had and received her full and equal Part and Share of all the Remainder of the Goods, Chattels, Leases, Plate, Household-stuff, Debts, ready Money, and all other the Estate whatsoever of the said D. given between them the said B. C. now B. H. and E. G. now E. F. according to the Intent of the said Will, except the aforesaid Messuage or Tenement and Lease thereof, which still remains undivided, and belongs to them jointly, according to the said Will. And whereas the said E. F. hath agreed to take the Sum of — l. for her Moiety, Share and Interest therein; Now therefore these Presents witness, that the said E. F. for and in Consideration of the said Sum of — l. of lawful, &c. to her in hand, &c. by the said A. H. and B. his Wife, well and truly paid, the Receipt, &c. and thereof, &c. doth clearly acquit and discharge the said A. H. and B. his Wife, their Executors, Administrators and Assigns for ever, by these Presents; she the said E. F. hath granted, assigned, transferred, set over and released, and by, &c. doth grant, &c. unto the said A. H. and B. his Wife, their Executors, Administrators and Assigns, all that her Moiety, Part and Share, of and in the aforesaid recited Lease and Messuage, or Tenement, with the Appurtenances thereby demised, and by the said recited Will, given and devised unto and between them the said B. now Wife of the said A. H. and the said E. F. as aforesaid; and all her Estate, Right, Title, Terms of Years, Property, Claim and Demand whatsoever, of, in and*

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to the said Lease and Messuage, or Tenement, with the Appurtenances, by Virtue of the said Will, or otherwise howsoever: *To hold* unto the said *A. H.* and *B.* his Wife, their Executors, Administrators and Assigns, for all the now Residue of the Term of Years, by the said Lease granted, under and subject to the Rent and Covenants therein reserved and contracted on the Tenant's or Lessee's Part of the said Premises to be paid and performed, free of all former and other Debts, Estates, Charges, Titles and Incumbrances whatsoever by her the said *E. F.* or any others, by or through her Means, Privity, or Procurement, committed, done, or suffered: And the said *A. H.* for himself, and the said *B.* his Wife, their Executors and Administrators, doth covenant and agree to and with the said *E. F.* her Executors and Administrators, by these Presents, that he the said *A. H.* and *B.* his Wife, their Executors, Administrators and Assigns, shall and will for all the now Residue of the Term of Years, by the said Lease granted, well and truly pay, &c. (the Rent, and perform the Covenants, and indemnify): And the said *A. H.* and *B.* his Wife, and *E. F.* having paid all the Debts of the said *D.* which have appeared or been demanded, and Legacies given by his said Will, and divided between them equally, the Residue of the Estate of the said *D.* in Discharge of the said Executorship, and Performance of the said Will, and reckoned together, concerning the same: *Now therefore* these Presents further witness, that the said *A. H.* and *B.* his Wife, for themselves, their Heirs, Executors and Administrators, do acquit, release, and for ever discharge the said *E. F.* his Executors and Administrators, of and from all Reckonings, Accounts, Sums of Money, Actions, Suits, Executions, Claim and Demands, for or concerning the said residuary Estate of the said *D.* deceased, on the Part and Share therein given to the said *B.* now Wife of the said *A. H.* by the said recited Will, as aforesaid: The Assignment, Grant and Release herein before made, for or concerning the Part of the said *E. F.* of and in the aforesaid Messuage excepted. *And these Presents* further witness, that the said *E. F.* for herself, her Heirs, Executors and Administrators, doth acquit, release, and for ever discharge the said *A. H.* and *B.* his Wife, and either of them, their Executors and Administrators, of and from all Reckonings, Accounts, Sums of Money, &c. to the Words (recited Will as aforesaid). *In Witness, &c.*

Endorsements.

An Assignment of a Bill of Sale endorsed of Part of a Ship.

K NOW, &c. That I the within-named *T. M.* in Consideration of the Sum of, &c. of lawful, &c. to me in hand paid, before Sealing and Delivery hereof, by *J. &c.* whereof I acknowledge the Receipt, and thereof, and of every Part thereof do clearly acquit and discharge the said *J.* his Executors and Administrators for ever, by these Presents, have granted, sold and assigned, and released, and by these Presents do grant, sell and assign, and release unto the said *J.* the within-written Bill of Sale, and one full and equal sixteenth Part of the within-mentioned Ship *L.* to me belonging, by Virtue of the within-written Bill of Sale, and of and in all her Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Boats, Oars, Guns, Gun-powder, Shot, Tackle, Apparel, Munition, Furniture, and other the Appurtenances within granted, and to the said Ship belonging; and all my Right, Title, Interest, Claim and Demand, of, in and to the same, and to the other sixteenth Part of the said Ship within-granted, by Virtue of the within-written Bill of Sale, or otherwise howsoever: *To have and to hold* [the said sixteenth Part of the said Ship, and all other the said Premises, with the Appurtenances herein before assigned and released] *the said Premises, with the Appurtenances herein before assigned and released* unto the said *J.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever: And I the said *T. M.* do hereby for me, my Executors and Administrators, covenant and agree, to and with the said *J.* his Executors and Assigns, that the said sixteenth Part of the said Ship, with her Appurtenances, [Or thus, *the said Premises herein before assigned and released, with the Appurtenances*] are and be, and so shall remain and continue unto the said *J.* his Executors and Assigns, free and clear of all Debts, Estates, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by me, or by any other Person or Persons whatsoever, by or through my Means, Consent, or Procurement. *In Witness, &c.*

N. B. In an Assignment and Release are these Alterations.

Endorsed Assignment of a conditional Bill of Sale of a Ship.

KNOW, &c. endorsed, That the within-named *B. C.* in Consideration of the Sum of — *l.* of, &c. to him in hand paid by *T. H.* &c. the Receipt, &c. hath granted, bargained, sold, assigned, transferred and set over, and by, &c. doth, &c. unto the said *T. H.* his Executors, Administrators and Assigns, the Writing within, and the Sum of — *l.* within-mentioned, and the within-mentioned Ship or Vessel formerly called the — and now the — and all the Anchors, Cables, &c. Apparel and Furniture whatsoever, to the said Ship belonging within-granted, which Ship is since sold to *R. C.* and all his Right, Title, Interest, Property, Benefit of Action, Claim and Demand, of, in and to the said Sum, and Ship or Vessel, with her Appurtenances, by Virtue of the Writing within, or otherwise howsoever: *To have*, hold, and receive the said Sum of — *l.* within-mentioned, and the said Ship or Vessel, and Premises, with the Appurtenances unto the said *T. H.* his Executors, Administrators and Assigns, to his and their own Use and Uses, from henceforth for ever, as fully as the said *B. C.* might have had and enjoy'd the same, by Virtue of the said Writing within, or otherwise: And the said *B. C.* doth hereby for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *T. H.* his Executors, Administrators and Assigns, that he the said *B. C.* hath not done or committed any Act, Matter or Thing whatsoever, to incur the within-mentioned Ship or Vessel: And the said *B. C.* doth hereby make and ordain the said *T. H.* his Executors, Administrators and Assigns, his lawful Attorney in his Name, but to the Use of the said *T. H.* as aforesaid, to demand, sue for, recover and receive the within-mentioned Sum of — *l.* and all other Monies due, and to grow due and payable upon the within-written Writing, from the said *A. A.* his Heirs, Executors, Administrators, and other Person and Persons whom, &c. and upon Receipt, &c. and doth hereby give and grant unto the said *T. H.* his Executors and Administrators, full Power, &c. and doth hereby ratify, &c. and the said *J. S.* doth covenant, promise and agree, to and with the said *T. H.* his Executors and Assigns, that he the said *J. S.* will at any Time, at the Request and Charges of the said *T. H.* his Executors and Administrators, do such further Acts, the better to enable him and them to recover and receive all Benefit and Advantage, by or in respect of the within-written Writing, to his and their own Use and Uses, and to confirm the Sale of the said Ship, as shall be reasonably required. *In Witness, &c.*

Assignment of a Lease by Endorsement.

KNOW, all, &c. endorsed, That the within *W. C.* for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *W. C.* in hand, at or before Sealing and Delivery hereof, by *J. K.* &c. (for his Charges and Disbursements in Repairing, and other Works and Things done in and about the Premises within demised) well and truly paid; the Receipt whereof he doth hereby acknowledge, thereof, and of every Part thereof, doth clearly acquit and discharge the said *J. K.* his Executors, Administrators and Assigns for ever, by these Presents, and for other Considerations, him there-

thereunto moving, hath assigned and set over, and by these Presents doth assign and set over unto the said *J. K.* the within-written Indenture of Lease, and the Messuages or Tenements, and all and singular the Premises, with the Appurtenances therein mentioned or intended to be demised; and all the Estate, Right, Title, Interest, Term of Years therein to come and unexpired, Right and Benefit of Renewing by Virtue of any Covenant in the said recited Lease contained, and all other Benefit, Possession, Reversion, Property, Claim and Demand whatsoever, of him the said *W. C.* of, into or out of the said Premises, with the Appurtenances, or any Part thereof, by Force, Virtue or Means of the within-written Indenture of Lease, or otherwise howsoever: *To have and to hold* the said Messuages or Tenements, and all other the Premises by the within-written Lease demised, with the Appurtenances, unto the said *J. K.* his Executors, Administrators and Assigns, from henceforth, for and during all the rest and Residue of the Term of Years, by the within-written Lease granted, yet to come and unexpired, under and subject to the Rent and Covenants therein and thereby reserved and contained, by and on the Tenant's or Lessee's Part of the said Premises, to be paid and performed: And the said *W. C.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *J. K.* his Executors, Administrators and Assigns, that he the said *J. K.* his Executors, Administrators and Assigns, shall and may at all Times hereafter peaceably and quietly enter into, have, hold, possess and enjoy the Messuage or Tenement and Premises by the within-written Lease demised, for all the Residue of the said Term of Years thereby granted, yet to come and unexpired, without any Let, Suit or Trouble or Interruption, of or by the said *W. C.* his Executors or Administrators, or any others, by or through his or their Means, Act or Procurement, free and clear of all former Assignments, Debts, Charges, Arrears of Rent and Incumbrances, had, made, committed or done by the said *W. C.* and the yearly Rent of ——— *l.* within reserved; which from the Feast-day of, &c. next ensuing the Date hereof shall become and grow due and payable; and the Covenants and Agreements which on the Tenant's or Lessee's Part of the said Premises in respect thereof shall from henceforth grow due, are and ought to be paid and performed, only excepted. *In Witness, &c.*

Vide Covenants to pay Rent, and perform Covenants in a Lease assigned.

A short Assignment of a Lease, endorsed.

K NOW, &c. That I the within-named *T. B.* in Consideration of the Sum of ——— *l.* of lawful, &c. to me in Hand paid by *E. N.* &c. before Sealing thereof (being the quarterly Rent paid before-hand by me the within-named *S. O.* as within is mentioned, the Receipt whereof I do hereby acknowledge, and thereof do acquit and discharge the said *E. N.* his Executors, &c. for ever by these Presents, have granted, assigned and set over, and do hereby grant, &c. unto the said *E. N.* his Executors, &c. the within-written Lease and Messuage or Tenement with the Appurtenances thereby granted; and all my Estate, Right, Title, Interest, Time yet to come and unexpired, Possession, Property, Benefits, Claim and Demand whatsoever, of, in and to the said Premises, or any Part thereof, by Virtue of the within-written Lease, or otherwise howsoever: *To have and to hold* the said
Messuage

Messuage or Tenement and Premises, unto the said *E. N.* his Executors, &c. from thenceforth, for all such Time therein, as I the said *T. B.* might have held and enjoy'd the said Premises, by Virtue of the within Lease, under the Rent in the within-written Lease reserved, which from the Feast-day, &c. now next; and under and subject to the Covenants and Agreements within contained, which from henceforth on the Tenant's or Lessee's Part of the said Premises, shall grow due, or ought to be performed, as within is mentioned; which Rents and Covenants the said *E. N.* doth hereby covenant and agree with the said *S. O.* duly to pay and perform accordingly, and to indemnify the said *T. B.* therefrom. *In Witness,* &c.

An Assignment of a Policy of Insurance endorsed.

KNOW all, &c. endorsed, that I *S. H.* &c. Relict and Executrix of the last Will and Testament of the within-named *T. H.* in Consideration of 5 *l.* to me in Hand paid by *H. B.* &c. whereof I acknowledge the Receipt, and for other good Considerations me hereunto moving, do hereby assign and transfer unto the said *H. B.* to whom I have assigned my Lease, Term and Interest in the Premises within-mentioned, his Executors and Assigns, the within-written Instrument or Policy of Insurance, and all Sum and Sums of Money, and other Benefit and Advantage which shall or may become and grow due and payable, or be had or taken thereby or thereupon; and all my Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same: *To have*, hold and receive the same unto the said *H. B.* his Executors, Administrators and Assigns, to his and their own Use and Uses: And I the said *S. H.* do hereby empower and appoint the said *H. B.* his Executors and Assigns, in my Name, or otherwise, if Need be, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all whom it doth or may concern, all and any such Sum and Sums of Money, and other Benefit and Advantage, which shall or may become and grow due and payable upon or by Virtue of the within-written Policy, and to have, use and take all legal Ways and Means, in and for the Recovery and Receiving thereof, as fully as I my self might or could do personally; and upon Receipt or Recovery of all or any such Sum or Sums of Money, to give sufficient Discharges for the same: And I do hereby ratify and confirm all and whatsoever the said *H. B.* his Executors and Assigns shall legally do, or procure to be done, in and touching the Premises. *In Witness,* &c.

Assignment endorsed on Covenants for Service in Jamaica.

KNOW all, &c. endorsed, that the within-named *J. L.* for divers good Causes and Considerations him thereunto moving, doth by these Presents assign, transfer and set over unto *H. L.* of the Island of *Jamaica*, Merchant, his Executors, Administrators and Assigns, the within-written Indentures, and all his Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same, and to the Service of the within-named *T. H.* therein and thereby agreed and covenanted, to be performed by Virtue thereof, or otherwise howsoever, in any Manner of wise, he the said *H. L.* his Executors,

Administrators and Assigns paying the Wages of the said *T. H.* and performing the other Matters therein contained, which on the Part of the said *J. L.* are to be paid and performed, as within is mentioned. *In Witness, &c.*

Assignment of a Term to attend the Inheritance of Premises purchased, endorsed.

KNOW all, &c. endorsed, that the within-named *W. L.* in Consideration of 5 s. of lawful, &c. to him in Hand at or before Sealing and Delivery hereof by *G. L. &c.* truly paid, the Receipt whereof he doth hereby acknowledge, hath bargained, sold, assigned and set over, and by these Presents (at the Request, and by and with the Consent, Direction and Appointment of the within-named *E. T.* testified by his Signing, Sealing and Delivery thereof) doth bargain, sell, assign and set over unto the said *G. L.* his Executors, Administrators and Assigns, the within-written Indenture, and the several Messuages or Tenements, Farms, Lands, Hereditaments and Premises therein and thereby mentioned and intended to be assigned, and every of them, with their and every of their Appurtenances; and all his Estate, Right, Title, Interest, Term of their Property, Trust, Claim and Demand whatsoever in Law and Equity, of, in and to the said Premises: *To have* and to hold the said several Messuages or Tenements, Farms, Lands, Hereditaments, and all other the Premises within and herein before mentioned or intended to be assigned with their Appurtenances, unto the said *G. L.* his Executors, Administrators and Assigns, for and during all the rest and Residue of the Term of — Years, by the within-written Indenture and Fine therein mentioned, granted and demised, which are now to come and unexpected, ¶ *In Trust* nevertheless for the said *E. T.* his Heirs and Assigns, and to attend and wait upon the Reversion, Freehold and Inheritance of the said Premises: And the said *W. L.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *G. L.* his Executors, Administrators and Assigns, that he the said *W. L.* hath not at any Time heretofore made, done, committed, or willing or willingly suffered to be done any Act, Matter or Thing whatsoever, whereby, where-with, or by Means whereof the said several Messuages or Tenements, Farms, Lands, Hereditaments and Premises with the Appurtenances, or any Part thereof, are, is, or shall, or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise howsoever. *In Witness, &c.*

¶ *Sometimes these Words*] In Trust nevertheless for the said *E. T.* his Heirs and Assigns, and to attend, &c. conveyed or to be conveyed to the said *E. T.* by *A. B. &c.* by Indentures of Lease and Release; the Lease bearing Date the Day next before, and the Release bearing even Date with these Presents.

An Assignment of a Counter-part of a Lease endorsed.

KNOW all, &c. That the within-named *T. D.* in Consideration of 5 s. to him in Hand paid, before Sealing hereof by *W. G. &c.* the Receipt whereof he doth hereby acknowledge; and for other good Considerations
him

him thereunto moving, he the said *T. D.* doth hereby assign and set over unto the said *W. G.* the within-written Indenture or Counter-part of the Lease granted by the said *T. D.* to the within-named *T. T.* of the Premises thereby letten (which Premises are since letten by the said *T. D.* to the said *W. G.* and likewise the yearly Rent or Sum of — *l.* within-mentioned, to be reserved and payable; and all his Right, Claim and Demand, of, in and to the same: And the said *T. D.* doth hereby give and grant unto the said *W. G.* his full Power and Authority in his Name, but to and for his own proper Use and Behoof, to demand, recover and receive the said Rent, as the same shall become due, for all the Residue of the said Term of Years within granted, to come and unexpired, from the Feast-day of, &c. and use, have and take all Remedies, Ways and Means in the Law whatsoever, for Recovery and Receiving thereof, as fully as he the said *T. D.* might or could do personally: And the said *T. D.* doth hereby ratify whatsoever the said *W. G.* shall, &c. *In Witness, &c.*

Endorsement on a Lease for abating Rent.

WHEREAS the within-named *W.* for divers good Causes and Considerations him thereunto moving, hath agreed to abate — *l. per Annum* out of the yearly Rent of — *l.* by the within-written Indenture of Lease reserved, from the Feast-day of, &c. and to accept of the remaining — *l. per Annum* of the said Rent, in full of all Rent for the Premises within-letten for the Remainder of the said Term: *And therefore* these Presents witness, that the said *W.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *I.* his Executors, Administrators and Assigns, that if the said *I.* his Executors, Administrators and Assigns, shall and do from the said Feast-day of, &c. for and during all the then Remainder of the said Term of — Years within-granted, well and truly pay the yearly Rent or Sum of — *l.* of lawful, &c. of the Rent within reserved, on the several Feasts or Quarter-days within-mentioned, on which the same is payable; the first Payment whereof is to begin and to be made on the Feast-day of, &c. next ensuing the Date of these Presents; and shall and do also for all the now Residue of the Term within granted, well and truly observe, perform, fulfil and keep all other the Covenants, Clauses, Conditions, Agreements, Matters and Things in the within-written Indenture of Lease mentioned and contained, on his and their Parts and Behalves to be performed, fulfilled and kept as within is express'd, he the said *I.* shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the Piece or Parcel of Ground, Messuages or Tenements and Premises within mentioned and demised, for and during all the Remainder of the said Term, by the within-written Lease granted in Manner as therein mentioned, and according to the true Meaning thereof and of these Presents: And that he or they shall not be chargeable or lyable to pay or allow the other — *l. per Ann.* or any Consideration, for or in respect thereof, the within-written Indenture of Lease, or any Reservation, Covenant, Clause, Matter or Thing therein contained to the contrary, in any wise notwithstanding: And the said *I.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *W.* his Executors, Administrators and Assigns, that he the said *I.* his Executors, Administrators and Assigns, shall and will yearly and every Year, from

from and after the said Feast-day of, &c. for and during the then Residue of the Term of Years within granted, well and truly pay, or cause to be paid unto the said *W.* his Executors, Administrators and Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. on the four Feasts or Quarter-days within-mentioned, for the Payment of the Rent thereby reserved, by equal Portions. *In Witness, &c.*

Endorsement on a Mortgage by Demise, to charge with a further Sum.

KNOW all Men by these Presents endorsed, that the within-named *K.W.* doth hereby acknowledge, that he hath had and received on the Day of the Date hereof, of and from the within-named *T. G.* the further Sum of — *l.* of lawful, &c. over and above the several principal Sums of, &c. within-mentioned, and likewise over and above the Sum of — mentioned in the above-written Endorsement, of and from which said Sum of — so now by him received, he the said *H.W.* doth hereby acquit, release and discharge the said *T. G.* his Heirs, Executors, Administrators and Assigns for ever, by these Presents, and in Consideration of the Sum of, &c. now paid and lent as aforesaid, and for Securing the Payment thereof with Interest, as hereafter is mentioned, he the said *H. W.* doth by these Presents further ratify and confirm unto the said *T. G.* his Executors, Administrators and Assigns, the within-written Indenture, and the capital Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises therein and thereby mentioned and intended to be granted, assigned and released; and the Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and every Part thereof, for all the Residue of the Term of 1000 Years within-mentioned: And the said *H. W.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *T. G.* his Executors, Administrators and Assigns, that the within-written Indenture, and the capital Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises, and every Part thereof, therein and thereby mentioned or intended to be granted, sold and assigned, and by the several Fines therein also mentioned to be granted, shall be and stand charged and chargeable with, and as a Security for Payment, as well the said Sum of — *l.* now lent, and Interest thereof, as of the said several principal Sums of, &c. so before lent, and Interest thereof respectively; and shall not be redeemed or redeemable, while and until as well the said Sum of — now lent, and Interest thereof, as the said several Sums of, &c. and Interest thereof, are all of them fully paid and satisfied: And the said *H. W.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *T. G.* his Executors, Administrators and Assigns, that he the said *H. W.* his Heirs, Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid unto the said *T. G.* his Executors, Administrators or Assigns, the said Sum of — *l.* now lent, with Interest for the same, after the Rate of 6 *l.* per Cent. per Annum, on the, &c. next ensuing the Date hereof, without any Manner of Deduction or Abatement, for Taxes or otherwise; and upon Payment thereof as aforesaid, this present Endorsement is to be void and of none Effect. *In Witness, &c.*

Note; There should be a Bond also to pay the Money.

Endorsement on a conditional Assignment of a Lease, to charge with a further Sum.

K NOW all, &c. that the within-named *F. G.* doth acknowledge to have received and borrowed of the within-named *J. B.* on the Day of the Date hereof, the further Sum of —, over and above the principal Sum of — within-mentioned, and which is still owing and unpaid; and by Obligation under her Hand and Seal, bearing Date with these Presents, stands bound unto the said *J. B.* in the Sum or Penalty of — *l.* conditioned for Payment of the said Sum of — *l.* with Interest, on the, &c. now next ensuing: And for better Security of Payment thereof, with Interest, as aforesaid, she the said *F. N.* for her self, her Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *J. B.* his Executors, Administrators and Assigns, that the several Messuages or Tenements, and all and singular other the Premises, with the Appurtenances, by the within-written Indentures mentioned, to be bargained, sold and assigned, shall be and stand charged and chargeable with and for Payment, as well of the said — now lent, and Interest thereof, as of the said principal Sum of — within-mentioned, and Interest thereof; and shall not be redeemed or redeemable by the said *F. N.* her Executors, Administrators or Assigns, while and until as well the said — *l.* now lent, with Interest, as aforesaid, as the said — *l.* with Interest thereof are respectively fully paid and satisfied: And the said *F. N.* doth hereby for her self, her Executors, Administrators and Assigns, covenant and agree, to and with the said *J. B.* his Executors, Administrators and Assigns, that she the said *F. N.* her Executors, Administrators or Assigns, shall and will pay the said — *l.* with Interest, according to the Condition of the said recited Obligation, and without any Deduction or Abatement for Taxes, or otherwise. *In Witness, &c.*

Another Endorsement on a conditional Demise, to charge with a further Sum.

TO all, &c. the within-named *A. W.* sends Greeting. *Whereas* the said *A. W.* and the within-named *J. C.* have on the Day of the Date hereof accounted together for the principal Money and Interest due on the within-written Indenture of Demise or Mortgage, and the Money by him received, by and out of the Rents of the said Premises towards Payment thereof; and after deducting the same, there remains due unto the said *J. C.* on the Day of the Date hereof, the full Sum of — *l.* principal Money, of lawful, &c. *And whereas* the said *J. C.* hath on the Day of the Date hereof paid and lent unto the said *A. W.* the further Sum of — *l.* of like Money, over and above the said Sum of — *l.* due to him as aforesaid, making in all the Sum of — *l.* principal Money. *Now know ye*, that the said *A. W.* for and in Consideration of the said Sum of — *l.* so paid and lent to her by the said *J. C.* aforesaid, hath ratified and confirmed, and doth hereby ratify and confirm unto the said *J. C.* his Executors, Administrators and Assigns, the within-written Indenture of Demise, and the several Messuages or Tenements, Lands, Hereditaments, and all and singular other the

Premises within granted and demised for all the Residue of the Term of — Years within granted: And the said *A. W.* for her self, her Heirs, Executors and Assigns, doth covenant, promise and agree, to and with the said *J. C.* his Executors, Administrators and Assigns, that the within-written Indenture, and the several Messuages or Tenements, Lands and Premises thereby granted and demised, shall be and stand charged and chargeable with, and as a Security, as well for Payment of the said — *l.* now lent, and Interest thereof, as of the aforesaid Sum of — *l.* remaining due as aforesaid, and Interest thereof; and shall not be redeemed or redeemable by the said *A. W.* her Heirs, Executors, Administrators or Assigns, while and until the said two several Sums amounting to — *l.* as aforesaid, with Interest thereof, are fully paid and satisfied: And the said *A. W.* doth hereby for her self, her Heirs, Executors and Administrators, further covenant, grant and agree, to and with the said *J. C.* his Executors, Administrators and Assigns, that she the said *A. W.* her Heirs, Executors or Administrators, shall and will truly pay the said — *l.* now lent, as aforesaid, with Interest on the, &c. according to the Condition of one Obligation under the Hand and Seal of the said *A. W.* bearing Date with these Presents for Payment thereof accordingly, and without any Deduction or Abatement for Taxes, or otherwise: And it is hereby agreed that the said *J. C.* his Executors, Administrators and Assigns, shall and may continue in the Possession of the within-granted Premises; and he and they are hereby empowered by him and themselves, or his the said *J. C.*'s Wife, or his or their Attorney, to receive for his and their own Use the Rents and Profits thereof, towards Payment of the said Money now lent and remaining due to him as aforesaid, and the Interest thereof, and until the same is fully paid and satisfied. *In Witness, &c.*

Endorsement to charge an Assignment of Annuity Orders and Tallies, with a further Sum.

KNOW, &c. That the within-named *E. P.* doth acknowledge to have received and borrowed of the within-named *R. B.* on the Day of the Date hereof the further Sum of — of lawful, &c. over and above the principal Sum of — *l.* within-mentioned, and for which the said *E. P.* is and standeth bound by Obligation under her Hand and Seal, bearing Date herewith, in the penal Sum of — *l.* conditioned for Payment of the said Sum of — *l.* with Interest on the, &c. And therefore the said *E. P.* doth hereby for her self, her Executors and Administrators, covenant, promise and agree, to and with the said *R. B.* his Executors, Administrators and Assigns, that the Order, and Tallies, and Monies due and to grow due thereupon within mentioned, to be assigned to the said *R. B.* shall be and stand charged, and is hereby charged and chargeable with, and as a Security for Payment, as well of the said — *l.* now lent, and Interest thereof, according to the Condition of the above-recited Obligation, as of the Sum of — *l.* within-mentioned; and that the said Tallies and Order shall not be redeemed or redeemable by the said *E. P.* her Executors or Administrators, and until the said — *l.* now lent, and Interest thereof, as the said — *l.* to grow due, as within is mentioned, are both fully paid and satisfied; and that upon Sale of the said Order and Talley, as within is mentioned, the Money arising by such Sale shall go towards Payment as well of the said — *l.* now lent, as the said — *l.* lent, and all Interest and Charges in respect thereof, any Thing within contained to the contrary notwithstanding. *In, &c.*

F f f 2

Endorse-

Endorsement on a Defeasance, to charge with a further Sum.

K NOW, &c. that the within-named *P.* doth, &c. [*The same as the Endorsement to charge Assignment of Annuity*]; and therefore the said *P.* for the better Security and more sure Payment of the said Sum of — *l.* with Interest, according to the Condition of the said recited Obligation, doth hereby for himself, his Executors and Administrators, covenant, grant and agree, to and with the said *S.* his Executors, Administrators and Assigns, that the said — *l.* Stock, and — *l.* Subscription transferred to the said *S.* as within is mentioned, shall be and stand charged and chargeable with, and as a Security for Payment as well of the said Sum of — *l.* now lent, and Interest thereof, as of the Sum of — *l.* to grow due, as within is mentioned; and that the said Stock and Subscription within-mentioned to be assigned, shall not be redeemed or redeemable by the said *P.* his Executors or Administrators, nor the said *S.* his Executors, Administrators or Assigns, shall not by Virtue of any Proviso, Covenant or Agreement within contained, or otherwise, be compelled or compellable to transfer back the said Stock and Subscription, or any Part thereof, while and until as well the said — *l.* now lent, and Interest thereof, as the said — *l.* to grow due, as within is mentioned, are both fully paid and satisfied; and that upon Sale of the said Stock as within is mentioned, the Money arising by such Sale shall go towards Payment as well of the said — *l.* now lent, as the said — *l.* before lent, and all Interest and Charges in respect thereof. *In Witness, &c.*

Reassignment endorsed on a conditional Assignment of a Lease, on Payment of the Principal and Interest.

K NOW, &c. That I the within-named *S. P.* for and in Consideration of the Sum of, &c. of lawful, &c. to me in Hand, at or before Sealing and Delivery thereof by the within-named *J. H.* well and truly paid, being in full of all principal Money and Interest due on the within-written Indenture of Assignment or Mortgage, to the Day of the Date hereof, the Receipt whereof I the said *S. P.* do hereby acknowledge, and thereof do acquit and discharge the said *J. H.* his Executors, Administrators and Assigns by these Presents, have assigned and set over, and by these Presents do assign and set over unto the said *J. H.* his Executors, Administrators and Assigns, the within-written Indenture of Lease, and the two several Pieces or Parcels of Ground, Soil and Tofts, &c. and all other Erections and Buildings thereupon erected, built and standing; and all other the Premises, with the Appurtenances, by the within-written Indenture assigned to me the said *S. P.* And all my Estate, Right, Title, Interest, Claim and Demand, of, in and to the said Premises, by Virtue of the within-written Indenture; together with the said Indenture, and all other mean Assignments of the said Lease: *To hold* the said Premises unto the said *J. H.* his Executors, Administrators and Assigns, for all the Residue of the Term of Years within recited and mentioned, now to come and unexpired, as fully to all Intents as I the said *S. P.* my Executors or Administrators might have held and enjoyed the same by Virtue of the within-written Indenture, or otherwise howsoever: And I the said *S. P.* do hereby for me, my Executors and Administrators, covenant and agree

agree to and with the said *J. H.* his Executors, Administrators and Assigns, that I the said *S. P.* have not at any Time made, done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Premises, or any Part thereof, is, are, or shall, or may be impeached, charged or incumbered in any Manner of wise. *In Witness, &c.*

Assignment of Articles for Sale of Goods endorsed thereon.

K NOW, &c. endorsed, that I *A. B.* &c. Administratrix of the within-named *C. B.* late, &c. deceased, for and in Consideration of the Sum of — *l.* of lawful, &c. to me in Hand, &c. by *D. E.* of, &c. the Receipt, &c. and thereof, &c. have granted, bargained, sold and assigned, and do hereby grant, &c. unto the said *D. E.* the within-written Articles of Agreement, and all and every the Goods mentioned in the Schedule thereunto annex'd, and all or any Sums of Money to become or grow due by or upon any Covenant or Agreement therein contained; and all Right of Action, Estate, Benefit, Advantage, Claim and Demand whatsoever, of me the said *A. B.* in and to the same as Administratrix aforesaid, or otherwise in any Manner of wise: *To have*, hold, receive, take and enjoy all and singular the said Goods and all other the Premises, with the Appurtenances, unto the said *D. E.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever, free and clear of all former and other Estates, Debts, Charges and Incumbrances whatsoever, committed, done or suffered by me the said *A. B.* or the said *C. B.* deceased, or any other Person or Persons whatsoever: And I the said *A. B.* do hereby make, name and appoint the said *D. E.* his Executors and Administrators, to be my true and lawful Attorney, to demand, take, sue for, recover and receive all and singular the said Premises before bargained, sold and assigned, by all lawful Ways and Means whatsoever; and upon Receipt or Recovery thereof, to give Discharges for the same; and to have and take all other Benefit and Advantage, by or upon all or any the Covenants within contained, by all lawful Ways and Means whatsoever, as fully as I my self might or could do: And I do hereby covenant and grant, to and with the said *D. E.* that I will not at any Time recall any Power hereby given, but will at all Times justify the same, and all legal Proceedings thereupon; and will do such further Acts and Deeds for confirming these Presents, and enabling the said *D. E.* to recover and receive the said Premises, as shall be reasonably required. *In Witness, &c.*

Declarat

Declarations of Trust.

Declaration of Trust, and Assignment of a Bond.

TO all, &c. *A.* of, &c. sends Greeting. *Whereas E.* of, &c. by Obligation under his Hand and Seal, bearing Date the, &c. stands bound unto the said *A.* in the Sum or Penalty of — *l.* of lawful, &c. conditioned for Payment of the Sum of — *l.* of like Money, with Interest, after the Rate of — *l. per Cent. per Annum*, on the, &c. as thereby, Relation, &c. *Now know ye*, that the said *A.* doth hereby for himself, his Executors and Administrators acknowledge and declare, that notwithstanding the Name of him the said *A.* is used in the said recited Bond, yet the same was and is in Trust, and for the proper Use and Behoof of *B.* of, &c. and that the Monies therein mentioned was and is the only proper Monies of him the said *B.* *And therefore* the said *A.* in Pursuance of the Trust in him reposed, and for and in Consideration of 5 *s.* &c. he the said *A.* hath assigned and set over, and by these Presents doth fully and absolutely assign and set over unto the said *B.* his Executors, Administrators and Assigns, the said recited Bond or Obligation, and all Sum and Sums of Money therein and in the Condition thereof mentioned, and thereupon due or to grow due and payable; and all Right, Title, Interest, Benefit of Action, Trust, Claim and Demand in and to the same: *To have*, hold and receive the same unto the said *B.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses; and for the better Recovery and Receiving the same, the said *A.* doth hereby make and ordain the said *B.* his Executors, Administrators and Assigns, to be his true and lawful Attorney and Attornies irrevocable, in his Name, but to and for his and their own proper Use and Uses, to demand, levy, sue for, recover and receive the said Monies due, and which shall grow due and payable, by and upon the said recited Obligation and Condition thereof, by all lawful Ways and Means whatsoever, of and from all Person and Persons whatsoever whom it doth, shall or may concern; and upon Receipt thereof, or any Part thereof, to give sufficient Discharges for the same; and doth hereby give and grant unto the said *B.* his Executors and Assigns, all his full Power and Authority, to do, act and perform all Matters and Things in and about the Recovery and Receiving the said Monies due and to grow due upon the said Bond, as fully as he himself might or could do personally: And the said *A.* doth hereby ratify and confirm, &c. *In Witness, &c.*

Short Declaration, and a Covenant to assign a Bond.

TO all, &c. *A. Whereas, &c.* [Recite the Bond as before] *Now know ye,* That the said *A.* doth declare, that the said Sum of Money mentioned in and to grow due upon the recited Bond or Obligation, in the proper Monies of *B.* &c. and that his Name is used therein only in Trust for the said *B.* and that he the said *A.* his Executors and Administrators, will at the Request and Charge of the said *B.* her Executors and Assigns, assign the said Bond and Money, thereon to grow due unto the said *B.* her Executors and Administrators, and make and give such Power and Authority, and do and perform such further Acts and Things, to enable her and them to recover and receive the said Money, to grow due as aforesaid, to her and their own proper Use, as by her, &c. *In Witnesses, &c.*

Declaration and Assignment of a Bond, and Judgment recovered upon the same.

TO all, &c. *A.* of, &c. sends Greeting. *Whereas, &c.* [Recite all the same as above] may appear, upon which said Bond their remained due and owing on the, &c. 29*l.* principal Money; which said 29*l.* together with the Interest thereof from the said — &c. is the Day of the Date hereof, still owing and unpaid: *Now know ye,* that the said *A.* for himself, his Executors and Administrators, doth hereby acknowledge and declare, that his Name is used in the said recited Bond in Trust only, and for the proper Use of *B.* &c. his Executors and Administrators; and that the Sum of — *l.* mentioned in the Condition thereof, and the said — *l.* and Interest thereof, so remaining due and unpaid thereon, was and is the proper Monies of, and did and doth belong unto the said *B.* And therefore the said *A.* in Pursuance of the Trust in him reposed, and in Consideration of 5*s.* to him in hand paid, at or before Sealing hereof, by the said *B.* the Receipt whereof he doth hereby acknowledge, doth hereby assign and set over unto the said *B.* the said recited Bond or Obligation, and the said Sum of 29*l.* and all other Sum and Sums of Money, thereupon due, and to grow due and payable; and also one Judgment recovered by and in the Name of the said *A.* but in Trust for the said *B.* against the said *C.* in *Michaelmas-Term* last past, before the Date hereof, in her Majesty's Court of *Queen's Bench* at *Westminster*, for the 200*l.* mentioned in the said recited Obligation, and — *l.* for Costs of Suit, and also all Sum and Sums of Money, Benefit and Advantage, which shall or may be had, obtained or gotten, for, upon, or by Reason of the said Judgment, or any Process, Execution or Executions, to be thereupon sued out, had and taken; and all his Right, Title, Property, Trust, Benefit of Action, Claim and Demand, of, in and to the said recited Bond or Obligation, and Judgment, and all or any Sum or Sums of Money, Lands, Tenements, Goods or Chattels, which shall be had, recovered or taken upon, or by Virtue of any Execution, Extent, or other Process thereupon: *To have* and to hold the said Premises unto the said *B.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses: And the said *A.* doth hereby authorize and appoint the said *B.* his Executors, Administrators and Assigns, to be his true and lawful Attor-

Attorney and Attornies in his Name, but to the only Use and Behoof of the said *B.* his Executors, Administrators and Assigns, to demand, sue for, recover, and receive the said Monies so due, and to grow due, by and upon the said recited Obligation; and also to sue and prosecute any Execution or Extent upon the said Judgment, and to have and take all other Benefit and Advantage thereby, and by and upon the same, and either of them; and upon Receipt of the said Monies as aforesaid, or any Part thereof, to give sufficient Discharges, &c. *In Witness, &c.*

Declaration and Assignment of a Judgment.

TO all, &c. *A. &c.* Whereas *A.* did in *Easter-Term* last, &c. obtain a Judgment in her Majesty's Court of *Queen's Bench* at *Westminster*, against *C.* of, &c. for the Sum of — Debt, besides Costs of Suit, as by the Records thereof remaining in the said Court, may more at large appear: *Now know ye*, that the said *A.* doth hereby for himself, his, &c. acknowledge and declare, that notwithstanding the said recited Judgment was so obtained by and in the Name of him the said *A.* yet the same was and is in Trust, and to and for the only proper Use and Benefit, and Behoof of *B. &c.* and the Money recovered on the said Judgment, was and is the only proper Money of the said *B.* And therefore the said *A. &c.* [*As above*] and in Consideration of 5 s. of lawful, &c. to him in hand paid, at or before Sealing and Delivery hereof, by the said *B.* the Receipt whereof, &c. he the said *A.* hath granted, assigned, and set over, and by these Presents doth fully, &c. unto the said *B.* his, &c. as well the said Judgment so recovered and obtained against the said *C.* as aforesaid, as also all Benefit, Sum and Sums of Money, Profit and Advantage whatsoever, which shall or may be obtained or gotten, for, upon or by Reason or Means thereof, or of any Execution or Extent thereof, or thereupon to be had, sued or taken; and all his Estate, Right, Title, Interest, Trust, Claim and Demand whatsoever, of, in and to the said Judgment, or any Sum or Sums of Money, Lands, Tenements, or other Things, which by Virtue thereof, or of any Execution, Process, or Proceeding thereupon, to be sued, shall be had, recovered or obtained: And the said *A.* doth by these Presents authorize and appoint, &c. in the Name of him the said *A.* to sue and prosecute any Execution or Extent, Executions or Extents upon the said Judgment, and to acknowledge, make and give full Satisfaction, Release or Discharge for the same: And doth hereby for himself, his Executors and Administrators, confirm and ratify all legal Acts, Matters and Things, which shall be done or accomplished by the said *B.* his Executors, Administrators and Assigns, in and touching the Premises; and that he the said *A.* his Executors and Administrators, shall and will at all Times hereafter, at the proper Costs and Charges of the said *B.* his, &c. make and give such further Powers and Authorities, and do and perform all such further Acts and Things, for his and their better recovering, obtaining, having, holding, and enjoying all such Sum and Sums of Money, Goods, Chattels, Lands, Tenements or Hereditaments, upon and by Virtue of the Judgment aforesaid, or any Extent or Execution thereupon to be had, as by him, &c. *In Witness, &c.*

Declaration and Assignment of a Bill of Sale.

TO all, &c. *A.* sends Greeting. *Whereas B. &c. and C. &c.* (Executors of the last Will and Testament of *D.* deceased) by Writing or Assignment under their Hands and Seals, bearing Date with these Presents, for the Consideration therein mentioned, have sold and assigned unto the said *A.* one full and equal — Part of all that good Ship called the *E.* Burthen, &c. now, &c. whereof the said *C.* is Commander, and of all Appurtenances to the said Ship belonging, together with the Bill of Sale thereof granted to the said *D.* To hold unto the said *A.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever, as thereby, Relation, &c. Now know ye, that the said *A.* for himself, his Executors and Administrators, doth hereby acknowledge and declare, that the said recited Assignment of the said Bill of Sale, and — Part of the said Ship, with the Appurtenances, is so made to him the said *A.* in Trust only, and for the sole and proper Use and Benefit of the said *C.* and that the Sum of — *l.* the Consideration therein mentioned, to be paid by the said *A.* was the proper Monies of the said *C.* And therefore the said *A.* in Pursuance of the Trust in him reposed, and in Consideration of 5 s. to him in hand paid, at or before Sealing and Delivery hereof by the said *C.* the Receipt whereof he doth hereby acknowledge, doth hereby grant, sell and assign unto the said *C.* the said — Part of the said Ship *E.* and of all and singular the Masts, Sails, Sail-yards, Anchors, Cables, Boats, Oars, and other the Appurtenances to the said Ship belonging, together with the said Bill of Sale thereof granted to the said *D.* To have and to hold the said — Part of the said Ship and Premises, with the Appurtenances unto the said *C.* his Executors, Administrators and Assigns, to his and their own proper Use, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said *A.* for himself, his Executors and Administrators, doth hereby covenant and agree, to and with the said *C.* his Executors and Assigns, that he the said *A.* hath not made, done or committed any Act or Thing whatsoever, whereby or by Means whereof the said — Part of the said Ship and Premises, with the Appurtenances, is, are or shall, or may be charged or incumbered in any Manner of wife. *In Witness, &c.*

Recital
of an Af-
signment
of a Bill
of Sale.

Cove-
nant, that
done, no
Act to in-
cumber.

Another, and Covenant to assign.

TO all, &c. [*The same as above, as far as*] And therefore the said *A.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *C.* his Executors and Assigns, that he the said *A.* his Executors and Administrators, will at any Time hereafter, at the Request and Charge of the said *C.* his Executors or Assigns, grant and assign to him or them, or to such other Person or Persons, as he or they shall direct and appoint, the said Bill of Sale, and the said — Part of the said Ship and Premises, with the Appurtenances so to him assigned as afore-
said, free of all Incumbrances by him the said *A.* his Executors or Administrators, done or to be done, or committed. *In Witness, &c.*

Another by Endorsement on the Bill of Sale.

Know all
Men, &c.
[Or it may
be thus].

I the within-named *A.* do hereby declare, that the within-written Sale of the within-mentioned Ship called the *L.* was made to me in Trust only, and for the proper Use and Behoof of *B.* of, &c. and the Sum of Money paid for the said Ship or Vessel, was the proper Monies of the said *B.* And therefore in Pursuance of the Trust in me reposed, and in Consideration of 5 s. to me paid before Sealing thereof by the said *B.* whereof I do acknowledge the Receipt; I the said *A.* do hereby grant, assign, and set over unto the said *B.* the within-written Bill of Sale, and the said Ship or Vessel called the *L.* with all Appurtenances thereunto belonging: *To have*, and to hold the said Premises, with the Appurtenances unto the said *B.* his Executors, Administrators and Assigns, to his and their own Use and Uses, and as his and their own proper Goods and Chattels, from henceforth for ever: And I the said *B.* do hereby for me, my Executors and Administrators, covenant, &c. that I have not at any Time made or done any Act, Deed or Thing, whereby or by Means whereof, the said Premises are or shall, or may be any Ways charged or incumbered. *In Witness, &c.*

Declaration and Assignment from Trustees, and Proprietor of a Navy Bill.

Recital
of a Na-
vy Bill.

WHEREAS by a Bill signed by the Commissioners for her Majesty's Navy, dated, &c. N^o. (—) there is mentioned to be due to *A.* and *B.* both of, &c. the Sum of — *l.* for *Russia* Rine Hemp, therein mentioned, to be by them delivered into her Majesty's Stores at *P.* on Account of the current Service of the Navy, as thereby may appear: Now the said *A.* and *B.* do hereby for themselves, their Executors and Administrators, declare, that notwithstanding the said recited Navy Bill was made unto them, and in their Names; yet the Hemp therein mentioned to be delivered, and for which the said Bill is so made, was the only proper Goods of *C.* of, &c. and that the said Sum of — *l.* is the proper Monies of and belonging to the said *C.* And therefore *know ye*, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *C.* in hand paid, at or before Sealing hereof, by *D.* of, &c. and of 5 s. a-piece of like Money to the said *A.* and *B.* in hand likewise paid, at or before Sealing hereof by the said *D.* the Receipt of which said several Sums of — *l.* and 5 s. the said *C.* and *A.* and *B.* do hereby respectively acknowledge, and thereof, and of every Part thereof, do severally acquit and discharge the said *D.* his Executors and Assigns for ever, by these Presents; the said *A.* and *B.* at the Request, and by and with the Consent, Direction and Appointment of the said *C.* testifying by his Signing, Sealing, and Delivery of these Presents; and likewise the said *C.* do hereby assign and set over unto the said *D.* his Executors, Administrators and Assigns, the said recited Bill and Sum of — *l.* payable thereby, and all other Monies to grow due thereupon; and all their, either and every of their Right, Title, Interest, Trust, Property, Claim and Demand, of, in and to the same, and every Part thereof: *To have*, hold, receive and enjoy the same unto the said *D.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever:

And

And for the better Recovery and Receiving thereof, the said *A.* and *B.* at such Request, and by and with the like Consent, Direction and Appointment of the said *C.* testified as aforesaid; and likewise the said *C.* do hereby make and appoint the said *D.* his Executors and Assigns, to be their, either and every of their true and lawful Attornies irrevocable, to demand and receive the said Monies due, and to grow due upon the said Bill, to his and their own proper Use and Uses, of and from the Right Honourable the Treasurer of her Majesty's Navy, and all others whom it may concern; and upon Receipt thereof, to give sufficient Discharges for the same, and to do all other Matters and Things in and about the Premises, as fully as they, or any of them might or could do personally; and they do hereby ratify, &c. *In Witness, &c.*

Power of Attorney.

Declaration of Trust, and Assignment of a Navy Bill.

WHEREAS by a Bill signed by the Commissioners of her Majesty's Navy, dated, &c. N^o. (—) there is mentioned to be due to *A.* and *B.* the Sum of — *l.* for *Russia* Masts delivered into her Majesty's Stores at *D.* And by another Bill signed, &c. [*As the other*] as thereby severally may appear. Now the said *A.* doth hereby for himself, his Executors and Administrators, declare, that notwithstanding the said several recited Navy Bills were made unto, and in the Name of the said *A.* and *B.* jointly; yet the said respective Sums of — *l.* and — *l.* therein severally mentioned, and payable thereon, are the proper Monies of, and belong only to the said *B.* And therefore to the Intent the said *B.* his Executors, Administrators and Assigns, may accordingly have and receive the said Monies, payable by and upon the said several Bills, as the same shall respectively become due, to his and their own Use and Uses; and in Consideration of *s. s.* to him the said *A.* paid before Sealing hereof by the said *B.* whereof he acknowledges the Receipt; he the said *A.* doth hereby assign, set over, and release unto the said *B.* the said several recited Bills, and several Sums of — *l.* and — *l.* payable thereby respectively as aforesaid, and all other Monies thereupon severally to grow due; and all his Right, Title, Interest, Trust, Part, Share, Property, Claim and Demand, of, in and to the same: *To have*, hold, receive and enjoy the same unto the said *B.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses, for ever, free and clear of all Assignments, Debts, Charges and Incumbrances whatsoever by him the said *A.* at any Time heretofore made, done or committed: And for the better Recovery and Receiving thereof, the said *A.* doth hereby make and appoint, &c. [*As in the foregoing*] to demand and receive the said several Sums of Money respectively due and to grow due, &c. and upon Receipt thereof, or of either of them, or any Part thereof, to give, &c. and to do all other Matters and Things, solely by him and themselves, as fully as both of them might or could do jointly; and doth hereby ratify, &c. *In Witness, &c.* And the said *A.* for himself, his Executors and Administrators, doth hereby covenant, &c. that he the said *A.* hath not at any Time made, done or committed any Act or Thing, whereby or by Means whereof the said recited Bill is or shall be any Ways charged or incumbered, or whereby the said Sum of — *l.* thereupon due and payable, or any Part thereof, is received, released, or discharged in any wise. [*This Covenant is only to be added when the Bill is made but to one Person in Trust for another, and not otherwise; and you begin with To all, &c. at the Top.*]

Recital of a Navy Bill.

Covenant that has done no Act to incumber or receive, release, &c.

Declaration of Trust, and Assignment of a Policy of Insurance endorsed.

K NOW all, &c. That I the within-named *A.* do hereby acknowledge and declare, that the within-written Instrument or Policy of Insurance was made to me, and my Name is used therein in Trust, and for the proper Use and Behoof of *B.* of, &c. (for whom I purchased the Premises within-mentioned, and have by Indenture under my Hand and Seal, bearing Date herewith, assigned the same to the said *B.*) and that the Money within-mentioned, was the proper Money of the said *B.* And therefore I the said *A.* in Pursuance of the Trust in me reposed, and in Consideration of 12 *d.* to me paid by the said *B.* do hereby assign and transfer unto the said *B.* his Executors, Administrators and Assigns, the within-written Instrument or Policy of Insurance, and all Sum and Sums of Money, and other Benefit and Advantage, which shall or may become, or grow due and payable, or be had and taken thereby, and thereupon; and all my Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same: *To have*, hold, and receive the same unto the said *B.* his Executors, Administrators and Assigns, to his and their own Use and Uses: And I the said *A.* do hereby authorize, impower and appoint, &c. [*Exactly the same as in an Assignment of a Policy of Insurance, fol.*] *In Witness, &c.*

Another.

I *A.* do declare, that the Writing or Policy of Insurance contained on the other Half of this Sheet of Paper, is made to me, and my Name is used therein in Trust, and for the only Use of *B.* &c. and in Pursuance of the said Trust, I do hereby assign the said Policy unto the said *B.* and all Monies thereupon to grow due, and do make and appoint the said *B.* my true and lawful Attorney, to demand and receive the same, and to give Discharges thereupon, and to do all Things needful for Receipt or Recovery thereof to his own Use. *In Witness, &c.*

Declarations of Trust and Covenants.

Declaration, that a Bill of Sale was made in Trust for him that it was made from, and Covenant to assign.

Recital
of a Bill
of Sale.

TO all, &c. *A.* sends Greeting. *Whereas B. &c.* by Bill of Sale under his Hand and Seal, bearing Date with these Presents, hath granted and sold, or is therein mentioned to have granted and sold unto the said *A.* his Executors, Administrators and Assigns, one eighth Part of and in all that Ship or Vessel, with the Appurtenances, called the *G.* Burthen, &c. now, &c. whereof *H.* was late Master, as thereby may appear. *Now these Presents witness*, that it is hereby declared and acknowledged by the said *A.*

A. that the said Bill of Sale is so made unto the said *A.* at the Request of him the said *A.* but nevertheless in Trust only, and to and for the Use of the said *B.* and the said *A.* doth also declare, that he never paid the Consideration-Money in the said Bill of Sale mentioned, nor any Part thereof, nor any other Consideration for the said — Part of the said Ship : And the said *A.* doth hereby covenant and agree, to and with the said *B.* his Executors and Assigns, that he the said *A.* shall and will upon Request regrant and assign the said — Part of the said Ship, with the Appurtenances, and Bill of Sale, aforesaid, unto the said *B.* his Executors and Administrators, to his and their own Use, or to such others as he or they shall direct, free of all Incumbrances whatsoever, by him the said *A.* or any Claiming under him to be done or committed; and that in the mean Time he the said *A.* shall and will be and stand possessed of the said — Part of the said Ship, with the Appurtenances, in Trust, and to and for the only Use of the said *B.* his Executors, Administrators and Assigns; and to the Performance of these Presents the said *A.* bindeth himself, &c. *In Witness, &c.*

Declaration, that a Moiety of Money due on a Bond of Bottomry, for which a Part of a Ship was assigned for Security, belongs to another; and Covenant to assign the same.

TO all, &c. *A.* &c. sends Greeting. *Whereas* *B.* &c. and *C.* &c. Assignees by Virtue of a Commission of Bankrupt awarded against *G.* &c. and the said *G.* by Bill of Sale under their Hands and Seals, bearing Date with these Presents, in Consideration of the Sum of — *l.* to the said *B.* and *C.* and of 5 *s.* to the said *G.* mentioned to be paid by the said *A.* have on the Date hereof sold unto the said *A.* his Executors, Administrators and Assigns, one sixteenth Part of the Ship *E.* Burthen, &c. now, &c. *H.* now or late Master; and of all her Tackle, Apparel, Furniture and Appurtenances: *And whereas* the said *B.* and *C.* Assignees as aforesaid, and the said *G.* by Writing under their Hands and Seals, bearing Date also with these Presents, in Consideration of the Sum of — *l.* to the said *B.* and *C.* and of 5 *s.* to the said *G.* mentioned to be paid by the said *A.* on the Date hereof granted, sold and assigned unto the said *A.* his Executors, Administrators and Assigns, the Sum of — *l.* principal Money, together with a Premium of — *l.* per Cent. for the same on Bottomry on the Ship *L.* *M.* Commander, for so long Time as the said Ship should stay out on a Voyage to, &c. not exceeding, &c. from the, &c. to be accounted, payable to the said *G.* by Virtue of a certain Writing or Obligation under the Hand and Seal of *I.* bearing Date, &c. and all their Right, Title, Claim and Demand thereto; and have impowered him and them as their Attornies irrevocable, to demand, sue for, recover and receive the same to his and their own Use, as by the said recited Bill of Sale and Writing or Assignments, Relation, &c. *Now* the said *A.* doth hereby acknowledge and declare, that notwithstanding the said sixteenth Part of the said Ship *E.* and the said Monies due and to grow due on Bottomry on the said Ship *L.* are in and by the said recited Bill of Sale and Assignment, sold and assigned unto the said *A.* his Executors, Administrators and Assigns alone; yet as to one 32th Part of the said Ship *E.* and one Moiety or half Part of the said Monies on Bottomry, his Name is used therein respectively, in Trust and for the proper Use, Benefit and Behoof of *D.* of, &c. and that the said one 32th Part of the said Ship,

Recital
of a Bill
of Sale.

Recital
of an Assignment
of a Bond
of Bottomry.

Now, &c.

And
therefore,
&c.

Ship, and the Moiety of the said Money so sold and assigned, as aforesaid, doth belong unto the said *D.* And that one full Moiety or half Part of the Sum of — *l.* which in and by the said recited Bill of Sale and Assignment are mentioned, to be paid by the said *A.* for the Consideration thereof, was the proper Money of the said *D.* and paid by him: *And therefore* the said *A.* for himself, his, &c. doth hereby covenant, &c. That he the said *A.* his Executors and Administrators, pursuant to the Trust in him reposed, shall and will at any Time hereafter, at the Request and Charge of the said *D.* his Executors, Administrators or Assigns, grant and assign to him or them, or such other Person or Persons as he or they shall direct and appoint, the said one 32th Part of the said Ship *E.* with her Appurtenances; and the said Moiety of the Monies due and to grow due by Virtue of the said Bond or Writing of Bottomry on the said Ship *L.* so hereby declared to belong to him as aforesaid, free of all Incumbrances by him the said *A.* his Executors or Administrators to be done or committed. *In Witness, &c.*

Declaration that half of the Consideration-Money paid for Part of a Ship, belonged to another, and Covenant to assign.

Recital
of a Bill
of Sale.

WHEREAS *B.* of, &c. by Writing or Bill of Sale under his Hand and Seal, dated, &c. in Consideration of the Sum of — *l.* of law-ful, &c. therein mentioned, to be paid him by me *A.* of, &c. hath granted and sold unto me the said *A.* my Executors, Administrators and Assigns, one full and equal 32th Part of the new Ship *P.* Burthen, &c. then at, &c. whereof the said *B.* is Master; and of, and in all and singular the Masts, &c. Stock, Furniture and Appurtenances to her belonging, as she is fitted out for a Voyage to *M.* as thereby, Relation, &c. *Now know all Men, &c.* That I the said *B.* do hereby declare, that one Moiety or half Part of the 32th Part of the said Ship and Premises so to me granted and sold as aforesaid, doth belong unto *C.* of, &c. And that — *l.* of the said Sum of — *l.* the Consideration-Money mentioned in the said recited Bill of Sale, was the proper Monies of and paid by the said *C.* And that the said recited Bill of Sale, as to one Moiety of the said 32th Part, being one 64th Part of the said Ship and Premises, was so made and granted to me the said *A.* in Trust for the said *C.* his Executors, Administrators and Assigns: *And therefore* I the said, &c. [*The same as above.*]

Declaration that a Bill of Sale is made and given instead of one that is lost, and Covenant to indemnify from that which is lost.

TO all, &c. *A.* of, &c. sendeth Greeting. *Whereas* *B.* of, &c. by Writing or Bill of Sale under his Hand and Seal, bearing Date *on or about*, &c. did for the Consideration therein mentioned, grant and sell unto the said *A.* — Part of and in the good Ship or Vessel called the *C.* Burthen, &c. whereof, &c. and of all the Appurtenances and Things to the said Ship belonging: *And whereas* the said Writing or Bill of Sale is since lost or mislaid, so that it cannot be found: *And whereas* the said *B.* hath at the Re-quest

quest of the said *A.* granted him one other Bill of Sale under his Hand and Seal, bearing Date with these Presents, for the Consideration of the Sum of — *l.* therein mentioned, to be paid him for the said — Part of the said Ship *C.* and of her Appurtenances, as thereby, Relation, &c. *Now therefore* these Presents witness, that the said *A.* doth hereby declare and acknowledge that the said last Bill of Sale of the Date hereof is so given and granted by the said *B.* unto the said *A.* for the same — Part of the said Ship and of her Appurtenances, so granted by the former Bill of Sale thereof, dated on or about the — Day of —, *Anno Dom.* 17—, which is lost as aforesaid; and that the said *A.* hath not paid any further or other Consideration for the same than what was mentioned to be paid in the said former Bill of Sale of the said Premises: *And therefore* the said *A.* doth hereby for him, his, &c. covenant, &c. That he the said *A.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *B.* his Heirs, Executors, Administrators, Goods and Estate, of and from the said former Bill of Sale so made and granted unto the said *A.* and from all Person and Persons whatsoever that shall or may claim the said — Part of the said Ship and Appurtenances, or any Part thereof, by Virtue of the said former Bill of Sale, by, from or under the said — his Executors, Administrators or Assigns, and from all Actions, Suits, Costs, Charges, Troubles and Damages which shall or may be commenced, prosecuted, awarded or recovered against the said *B.* his Executors, Administrators, Goods or Estate, or any of them, or which he or they, or any of them may sustain or be put unto, for or concerning the same in any Manner of wise. *In Witness, &c.*

Declaration that a Person did subscribe for one sixteenth Part of a Ship for another, and a Covenant to indemnify him therefrom.

TO all, &c. I *A.* of, &c. send Greeting. *Whereas* *B.* of, &c. with others, hath subscribed a Writing dated *herewith*, for empowering *C.* of, &c. to contract for the Building of a new Ship, not exceeding — Tuns, at any Place in the River of *Thames*, where he shall think fit; and hath thereby covenanted to hold one eighth Part thereof, and to pay his like Part of the Money which the said *C.* shall agree to pay for the Building thereof, and of the Charge of her Fitting and Outset to Sea for such a Voyage, as the major Part of the Owners thereof shall agree, as thereby, Relation, &c. *Now* I the said *A.* do hereby declare, that the said Subscription to the said recited Writing, as to one sixteenth Part of the said Ship, was so made by the said *B.* at my Request, and on my Account and Behalf, and is included in the said one eighth Part thereof so by him subscribed for: *And therefore* I the said *A.* for my self, my Executors, Administrators and Assigns, do hereby covenant, &c. That I the said *A.* my Executors, Administrators and Assigns will hold and be concerned in the said one sixteenth Part of the said Ship, which the said *C.* shall so agree for the Building of, as aforesaid; and will pay my like Part of the Sum of Money which he shall agree to pay for the Building thereof, as the same shall become due; and likewise of the Charge of her Fitting and Outset to Sea for such a Voyage, as the major Part of the Owners thereof shall agree; and will at all Times hereafter save

Recital
of a Cove-
nant, to
hold
Parts of a
Ship.

Now, &c.

save and keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators from all Actions, Suits, Charges, Payments and Damages, for and concerning the said one sixteenth Part of the said Ship. *In, &c.*

Declaration, that (altho' a Covenant of Bottomry was made in the Names of two Persons, yet) there is another equally concerned in the Money lent upon the same; and a Covenant mutually, that Loss and Gain to be sustained and shared equally.

Recital
of a Cove-
nant of
Bottom-
ry.

WHEREAS *A.* of, &c. Mariner, Master and Part-owner of the Ship *L.* of the Burthen, &c. now, &c. by Writing under his Hand and Seal, bearing Date with these Presents, reciting therein that the said Ship was bound out to *M.* and thence back again to *London*; and that *B.* and *C.* of, &c. had lent unto the said *A.* for the necessary Use of the said Ship — *l.* and had agreed to bear the Adventure thereof on the Body of the said Ship during the said Voyage, so as the same do not exceed — Months, the said *A.* hath thereby covenanted (amongst other Things) to pay the said *B.* and *C.* within — Days after Return and Arrival of the said Ship from the said Voyage, or after the Expiration of the said — Months which shall first happen, the Sum of — *l.* in Consideration of the Money lent, and the Hazard thereof, as aforesaid; in which said Writing is contained a Proviso, that if the said Ship shall happen to be lost, cast away or taken during the said Voyage, and before the Expiration of the said — Months, the said recited Covenant or Writing is to be void, and the said — *l.* is to be lost [or to that Effect], as by the said recited Writing, Relation, &c.

Now, &c. Now these Presents witness, that the said *B.* and *C.* do hereby declare, that notwithstanding the said Writing or Covenant is so made to and in the Names of them only, yet that the Sum of — *l.* therein mentioned to be lent, was advanced and made up by and between them the said *B. C.* and *D.* of, &c. equally between them, and that their Names as to one equal third Part of all Monies to arise and become due, by and upon the said recited Writing, is used in Trust for the said *D.* And it is therefore declared by and between the said *B. C.* and *D.* for themselves, their Executors and Administrators, that all Monies to become due and be received, and Benefit and Advantage to be taken by and upon the said recited Writing, shall be paid, received, had and divided unto and between them the said *B. C.* and *D.* their Executors and Administrators, equally Share and Share alike, without any Benefit of Survivorship to be had or claimed by any of them, in or to any Part thereof belonging to them respectively, in Case of the Decease of any, or either of them; and that each of them shall and will in like Manner bear an equal third Part of all Losses and Damages by or in respect thereof: And it is further agreed, that the said Writing remaining in the Hands of the said — is and shall be for the equal Use and Advantage of all of them the said Parties, for their having and receiving their respective third Parts of the Monies and other Benefit to become due and arise thereby.

In Witness, &c.

That no Benefit of Survivorship.

That the Writing that remains in such a one's Hands, shall be for their equal Benefit.

Declaration from a Master of a Ship, that an Owner is interested in Part of the Cargo.

TO all, &c. *A.* &c. Master of the good Ship or Vessel called the *C.* Burthen, &c. sends Greeting. *Whereas B.* of, &c. is Owner of five — Parts of the said Ship, and hath on the Day of the Date hereof bought and purchased of the said *A.* four — Parts more of the said Ship: *And whereas* the said Ship is now bound out on a Voyage to *G.* and thence to *W.* and thence is to return to the Port of *London* with a Cargo of Goods and Merchandizes on the Account of the said *B.* and *A.* according to their several Parts in the said Ship: *Now know ye*, that the said *A.* doth hereby for himself, his Executors and Administrators acknowledge and declare, that the said *B.* hath before the Day of the Date hereof advanced and paid his full proportionable Part and Share of the Costs and Charges of the Outset of the said Ship, and of the Cargo therein for her Voyage aforesaid, as well for and in respect of the five full and equal — Parts of the said Ship or Vessel, whereof the said *B.* is Owner, by Virtue of a Bill of Sale thereof formerly made to him by the said *A.* as for and in respect of — other full and equal — Parts thereof, which are on the Day of the Date hereof likewise sold to him by Bill of Sale under the Hand and Seal of the said *A.* which Outset and Cargo of the said Ship amount to — *l.* And that the said *B.* his Executors, Administrators and Assigns are interested in, and hath and shall have Right and Title to nine full and equal 17th Parts of the said Cargo of Goods and Merchandizes; and of all Effects, Proceed, Gains, Benefit and Advantage, which shall or may arise, accrew, be made or gotten by and in respect thereof: *And therefore* the said *A.* doth hereby for himself, his Executors and Administrators, covenant, &c. that he the said *A.* will make, render and give to the said *B.* his Executors and Assigns, a just and true Account in Writing, of and concerning the said Cargo, and the Sale and Disposal thereof, and of all the Effects and Produce thereof; and that he the said *A.* upon Arrival of the said Ship at *London*, or other her Delivery-Port, deliver, pay unto, or permit the said *B.* his Executors, Administrators and Assigns, to have, take and receive to his and their own proper Use and Uses — full and equal — Parts of the neat Proceed of all the Effects and Produce of the said Cargo; A Penalty. *In Witness, &c.*

Declaration, that Part of the Purchase-Money for two Navy Bills belongs to another.

TO all, &c. *A.* &c. sends Greeting. *Whereas B.* Shipwright, by a certain Writing or Assignment under his Hand and Seal, bearing Date *herewith*, in Consideration of the Sum of 4000 *l.* mentioned, to be paid him by the said *A.* hath [*or thus*, Did thereby] assigned and set over unto the said *R.* two Navy Bills, both of them dated, &c. *viz.* One of them N^o (—) for impressing to the said *B.* the Sum of 200 *l.* being the fourth Bill to be made him in Part of the fifth Payment, on Account of rebuilding her Majesty's Ship the *C.* and the other N^o (—) for impressing to him, &c. [*as the other*] together with [*if but one*] and the said several Sums of Money thereon due; and all other Monies thereupon to grow due; and all his Right,

Recital
of an Af-
signment
of a Na-
vy Bill.

H h h

Title,

Title, Claim and Demand thereto: *To have*, hold and receive the same unto the said *A.* his Executors, Administrators and Assigns, to his and their own Use and Uses for ever; and hath thereby appointed him and them as his Attornies irrevocable, to demand and receive the same to his and their own Use and Uses, as thereby, Relation, &c. Now the said *A.* doth hereby acknowledge and declare, that notwithstanding the Sum of 400 *l.* the Consideration of the said recited Assignment is mentioned to be paid by the said *A.* yet he really paid but the Sum of 364 *l.* and no more: And the said *A.* doth hereby for himself, his Executors, Administrators and Assigns, further acknowledge and declare, that the Sum of 141 *l.* Part of the said Sum of 364 so paid by the said *A.* to the said *B.* as aforesaid, is the proper Monies of, and doth belong unto *D.* of, &c. And that the remaining Sum of 223 *l.* is his own proper Monies: And that as to the said Sum of 141 *l.* the Name of the said *A.* is used in the said recited Assignment; and the same is so made to him in Trust and for the proper Use and Behoof of the said *D.* her Executors, Administrators and Assigns; and that he the said *A.* his Executors and Administrators will stand possessed of the said Navy Bill, as to the said 141 *l.* in Trust for the said *D.* her Executors and Administrators: And the said *A.* for himself, his Executors and Administrators, doth hereby covenant, &c. that upon Payment of the said two several principal Sums of 200 *l.* due upon the said Bills, and what Interest shall or may become due thereupon, he and they shall and will pay unto, or permit and suffer her the said *D.* her Executors, Administrators and Assigns, to have and receive a like proportionable Part of the Principal and Interest, which shall be paid on the said Bills, according as the said 141 is to the said whole Sum of 364 so by them paid for the Purchase thereof, as aforesaid. *In Witness, &c.*

Now, &c.

That Part of the Money belonged to another.

Covenant, that upon Payment of the Money due upon the Bills, each to have a proportionable Part of the Principal and Interest.

Declaration, that an Assignment of a Navy Bill was made in Trust, and Assignment thereof.

TO all, &c. *A.* &c. sends Greeting. *Whereas B. &c.* [Recite this Assignment of a Navy Bill as the foregoing]: Now the said *A.* doth hereby for himself, his Executors and Administrators, acknowledge and declare, that notwithstanding the said recited Assignment of the said Navy Bill was so made unto and in the Name of him the said *A.* yet the same was in Trust and for the proper Use and Behoof of *C.* of, &c. his Executors, Administrators and Assigns; and that the Money or Consideration in the said recited Assignment mentioned to be paid to the said *B.* was the proper Monies of the said *C.* and paid by him: And therefore in Pursuance of the Trust in him the said *A.* reposed, as aforesaid; and in Consideration of 5 *s.* to him in Hand paid before Sealing hereof by the said *C.* the Receipt, whereof he doth hereby acknowledge, he the said *A.* doth hereby assign and set over unto the said *C.* the said recited *B.* and the said Sum of — *l.* therein mentioned and payable thereby, and all other Monies to grow due thereupon, together with the said recited Assignment thereof; and all his Right, Title, Interest, Trust, Claim and Demand, of, in and to the same, and every Part thereof: *To have*, hold, receive and enjoy the same unto the said *C.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever; and for the better Recovery and Receiving thereof,

of, the said *A.* doth hereby make and appoint, &c. [As in Fol. 411. then add a Covenant, That he has done no Act to incumber; as in the Declaration of Trust and Assignment of a Navy Bill.] In Witness, &c.

Declaration between three Merchants, that although but two of their Names are mentioned in the Charter-party, yet that another is equally concerned,

TO all, &c. *A. B.* and *C.* of, &c. send Greeting. Whereas by a Charter-Party, bearing Date, &c. made between *D.* Master of the Ship *E. Burthen*, &c. of the one Part, and the said *A.* and *B.* of the other Part; they the said *A.* and *B.* have hired the Hold and between Decks of the said Ship (except as therein is excepted) for a Voyage from *London* to *N.* thence to *L.* thence to *G.* and back to *London*, at the Rate of — *l.* of lawful, &c. per Kalendar Month, beginning from the said Ship's Arrival in the *Downs* outward on her intended Voyage, as in the said Charter-party is mentioned, as thereby, Relation, &c. Now know ye, that it is declared, by and between the said *A. B.* and *C.* that notwithstanding the Names only of the said *A.* and *B.* are mentioned in the said recited Charter-party, yet that the said Ship is so hired for and on the Account of the said Parties, equally Share and Share alike; and that each of them is concerned in one third Part thereof: And therefore it is hereby declared, covenanted and agreed, by and between the said *A. B.* and *C.* and each and every of them doth for himself, his Executors and Administrators, covenant and agree, to and with the other and others of them, his and their Executors, Administrators and Assigns, that each of them shall and will pay his and their full third Part of the Freight, to grow due upon and by Virtue of the said recited Charter-Party, and pay, do and perform all other Payments, Covenants and Agreements in the said recited Charter-Party mentioned, on the Freighters Part to be performed, so far forth as shall concern their said several third Parts therein; and shall and will respectively indemnify the others therefrom and from all Actions, Suits, Charges and Damages, by Reason thereof. In, &c.

Declaration, that Tunnage was taken for another, and Covenant to pay Freight, and indemnify him therefrom.

WHEREAS *A.* Mariner, Master of the Ship *P. Burthen*, &c. now, &c. and forthwith bound out on a Voyage to *L.* by Writing or Agreement dated herewith, hath covenanted and agreed with *B.* of, &c. that the said Ship shall receive and take aboard her, for the said *B.* at *Mountsbay*, 500 Hogsheads of Pilchards, and deliver them at *L.* to the Factors of the said *B.* within the respective Times therein limited; and the said *B.* hath thereby covenanted and agreed to lade the said 500 Hogsheads of Pilchards aboard the said Ship at *Mountsbay*, and to receive and discharge the same from aboard her at *L.* within the said Times therein limited, and to pay Freight for the same at *L.* after the Rate of 5 Dollars and an half per Hoghead, with Primage and Average accustomed, as thereby, Relation, H h 2 &c.

Ec. Now it is hereby declared, by and between the said *B.* and *C.* of, &c. for themselves, their Executors and Administrators, that notwithstanding the said recited Writing or Agreement is so made between *A.* and *B.* only, yet the said *B.* is to lade but 100 Hogsheads of the Pilchards therein mentioned, and to pay the Freight for the same; and the remaining 400 Hogsheads of Pilchards therein mentioned, are to be laden by the said *C.* And as to the said 400 Hogsheads the Name of the said *B.* is used in the said recited Writing, at the Request, and for and on the Account of the said *C.* And therefore the said *C.* for himself, his Executors and Administrators, doth hereby covenant and agree, to and with the said *B.* his Executors and Assigns, that he the said *C.* will lade 400 Hogsheads of Pilchards, on board the said Ship at *Mountsbay*, and receive and discharge the same from aboard her at *L.* within the Times by the said recited Writing limited in that Behalf; and will pay after the Rate 5 Dollers and an half *per* Hogshead, for the Freight thereof to the said *A.* at *L.* at the Time and in Manner as therein is mentioned, with Primage and Average, in respect of the said 400 Hogsheads of Pilchards; and of and from the said Writing or Agreement, so far forth as shall relate to or concerning the said 400 Hogsheads of Pilchards; and from all Actions, Suits, Charges, Payments and Damages by Reason thereof, shall and will save and keep harmless and indemnified the said *B.* his Executors and Administrators, and every of them. *In Witness, &c.*

Declaration, that an Assignment of a Transport-Debenture was made in Trust, and Covenant to assign.

Recital
of the As-
signment
of the
Trans-
port-De-
benture.

TO all, &c. *A.* &c. sends Greeting. *Whereas B.* of, &c. the lawful Attorney of *C.* Mariner, Master of the good Ship or Vessel, called *D.* Burthen, &c. now, &c. by Writing or Assignment under his Hand and Seal, bearing Date, &c. in Consideration of the Sum of — *l.* therein mentioned to be paid him by the said *A.* did by Virtue of a Letter of Attorney, under the Hand and Seal of the said *C.* dated the, &c. grant, sell and assign unto the said *A.* a Bill or Debenture, signed by the Commissioners for her Majesty's Transport-Service, dated at the *Transport-Office* the, &c. N^o (—) for the Sum of — *l.* due to the said *C.* for — Months Freight, on Account of the said Ship's Service, due the, &c. being the second Payment; together with the said Sum of Money, and all other Monies due and to grow due thereupon; and all his Right, Title, Property, Claim and Demand, of, in and to the same: *To have*, hold and receive unto the said *A.* his, &c. to his and their own proper Use and Uses for ever; and hath thereby empowered the said *A.* his Executors and Assigns, to be his true and lawful Attornies irrevocable, to demand and receive the said Monies due on the said Debenture, as aforesaid, as thereby, Relation, &c. *Now know ye*, that the said *A.* doth hereby for himself, his Executors and Administrators, declare, that the said recited Assignment of the said Bill, or Debenture, and Monies thereon due and to grow due, is so made unto and in the Name of the said *A.* in Trust only and for the proper Use and Benefit of the said *B.* his Executors, Administrators and Assigns; and that the Consideration-Money paid for the said Bill or Debenture, was the proper Money of the said *B.* And therefore the said *A.* for himself, his Executors and Administrators, doth covenant and agree, &c. that he the said *A.* his Executors and Administrators, will

will at any Time hereafter, at the Request and Charge of the said *B.* his, &c. assign unto him or them, or to such other Person or Persons as he or they shall direct or appoint, the said Bill or Debenture and Monies due and to be due thereupon, free of all Incumbrance, by him or them to be done or committed. *In Witness, &c.*

Declaration, that an Order and Tally was given for the Freight of a Ship in the Transport-Service; and that one fourth Part belongs to one of the Owners, as Owner of one fourth Part of the said Ship.

WHEREAS *A.* of, &c. late Master of the Ship *E.* is possessed of a Tally, struck and granted unto the said *A.* for — *l.* upon or by Virtue of an Act of Parliament for laying on Duty upon Salt, &c. with the Order thereupon, dated, &c. as by the said Tally and Order may appear: *Now know all Men* by these Presents, that the said *A.* doth hereby declare, that the said Tally and Order were so granted unto him the said *A.* for Freight for the Hire of the said Ship *E.* in his Majesty's Service, as Master thereof; and that *B.* of, &c. is intitled to one full Quarter-Part of the said — *l.* and all other Advantage due and to grow due upon the said Tally and Order, being then Owner of one Quarter-Part of the said Ship: And the said *A.* doth hereby covenant for him, his Executors and Administrators, to and with the said *B.* his Executors and Assigns, that upon Receipt of the said principal Money, and Interest due and to grow due upon or by Virtue of the said Tally and Order, or any Part thereof, he will be accountable for and pay the one full Quarter or fourth Part thereof unto the said *B.* his Executors and Assigns. *In Witness, &c.*

Declaration from a Purser of a Ship, that a Cargo of Goods and Money are laden aboard her, that he should sell them in the East-Indies, and give Account at the Ship's Return.

TO all, &c. *A.* sends Greeting. *Whereas* the said *A.* is bound out on a Voyage to *India*, and so to return to the Port of *London*, as Purser of the Ship *M. N.* Commander: *And whereas B. &c.* hath paid and delivered to the said *A.* a Cargo in Goods and Money, to the Value of — *l.* Sterling (which Cargo is now on board the said Ship *M.* the Receipt whereof the said *A.* doth hereby acknowledge: *Now know ye*, that the said *A.* doth hereby declare, that the said Cargo is the proper Goods and Monies of, and doth wholly belong to the said *B.* And the said *A.* for him, his Executors and Administrators, doth covenant, promise and agree, to and with the said *B.* his Executors and Administrators, that he the said *A.* shall and will use his utmost Care in the Sale and Disposal of the said Cargo, and investing thereof to the most Profit and Advantage of the said *B.* that he can; and that he the said *A.* shall and will render and give a just and true Account in Writing of the said Cargo, and all the Produce and Effects thereof; and likewise pay and deliver the Effects thereof to the said *B.* his Executors and Administrators, the Risque of the Seas and other inevitable Accidents excepted. *In Witness, &c.*

Decla-

Declaration (that as a Part-owner let a Ship to the Transport-Service, and therefore the Bills are to be made out to him) that the Master or his Attorney shall have Power to receive half of the Money due upon the Bills so made out for the Freight of the said Ship.

TO all, &c. *A.* of, &c. Part-owner of one Half of the good Ship or Vessel called the *D.* Burthen, &c. whereof *B.* &c. Mariner is now Commander, and Owner of the other Moiety, or Half-Part thereof, sends Greeting. *Whereas* the said *A.* by Contract under his Hand, with the principal Officers and Commissioners of her Majesty's Navy, for and on the Behalf of her Majesty, dated, &c. hath let to Freight the said Ship to serve her Majesty, to attend the Fleet as an Hospital Ship for four Months certain, and for so much longer Time as shall be required, and not to be discharged till her Arrival in the River of *Thames*, at the Rate of 6 s. per Tun per Calendar Month, to commence Pay from the Day of her being completely fitted, as therein is mentioned; and to have a Bill of Imprest made out for two Months Pay at Signing thereof, and other two Months Imprest-Bills from Time to Time, as the same shall become due, so as never to be more than four Months in Arrear for Freight, and a perfect Bill for what shall remain due for her Service at her Discharge; which Bills are to be registered and paid in Course, according to the Rules of the Navy, as thereby amongst other Things, Relation, &c. *Now know ye*, that the said *A.* for himself, his Executors and Administrators, doth hereby declare and covenant and agree, to and with the said *B.* his, &c. that he the said *B.* his, &c. or his or their Attornies, for his and their proper Use, shall have and receive the one full Moiety or Half-Part of all such Sum and Sums of Money which shall become due or payable for the Hire of the said Ship, for the said Service, or otherwise by Virtue of the said recited Contract; and for that Purpose that he the said *A.* his Executors or Administrators will deliver and assign in due Form, unto and to the proper Use of the said *B.* his Executors and Assigns, such and so many of the Imprest-Bills as shall be from Time to Time made out, for all or any such Sum or Sums of Money as shall become due for the Freight or Hire of the said Ship, for the said Service, as his one full Moiety or Half-Part thereof shall amount unto, when and as soon as every, or any such Bill or Bills shall be from Time to Time made out, to the Intent the said *B.* his Executors and Assigns may receive the same to his and their own proper Use, as the same shall become due and be paid. *In Witness, &c.*

Declaration, that a Person's Name in a conditional Assignment of a Lease is used in Trust, and Covenant to assign upon Request, but in the mean Time to stand possessed.

Recital
of a con-
ditional
Assign-
ment of a
Lease.

TO all, *A.* of, &c. sends Greeting. *Whereas B.* of, &c. by his Indenture of Assignment or Mortgage under his Hand and Seal, bearing Date, &c. in Consideration of — *l.* mentioned to be paid him by the said *A.* hath assigned unto the said *A.* the one full Moiety or half Part of — Messuages or Tenements in or near, &c. and other the Premises granted by Lease by and from

from *C.* to the said *B.* and therein recited, with the Appurtenances, for the Residue of the Term of — Years yet to come and unexpired, subject to a Proviso for making void thereof, on Payment of the Sum of — *l.* on the, &c. then next ensuing, as thereby, Relation, &c. *Now know ye*, that the said *A.* doth hereby for himself, his Executors and Administrators, acknowledge and declare, that the said Sum of — *l.* which is mentioned to be paid by the said *A.* in the said recited Indenture of Mortgage, to the said *B.* is the only proper Monies of *D.* of, &c. And that *the said Moiety or half Part* of the said several Messuages or Tenements and Premises is therein and thereby so assigned unto him, in Trust only, and for the proper Use and Behoof of the said *D.* his Executors, Administrators and Assigns; And therefore the said *A.* in Pursuance of the Trust in him reposed, doth hereby for himself, his Executors, Administrators and Assigns, covenant, &c. that he the said *A.* his Executors and Administrators, will at any Time hereafter, at the Request and Charges of the said *D.* his Executors, Administrators and Assigns, assign to him and them, or such others as he or they shall appoint, the said recited Indenture of Assignment or Mortgage, and the said *Moiety or Half-Part* of *the said* Premises thereby assigned, with the Appurtenances; and all his Estate, Right, Title, Interest, Term of Years, Trust, Claim and Demand, of, in and to the same, for all the Residue of the said Term of Years, by the before-mentioned Lease granted, which then shall be to come and unexpired, subject to the said Proviso, contained in the said recited Indenture of Assignment or Mortgage, free of all Incumbrances by him or them to be done or committed; and that in the mean Time, and till such Assignment thereof, he and they shall and will be and stand possessed thereof, in Trust for the said *D.* his Executors, Administrators and Assigns. *In Witness, &c.*

Now, &c.

And therefore; &c.

To assign! upon Request.

But in the mean Time to stand possessed.

Declaration, that a Person's Name in a conditional Assignment of a Lease is used in Trust, and that Part of the Consideration-Money belongs to another, and Covenant to stand possessed for the equal Advantage of both.

WHEREAS *A.* of, &c. by his Indenture of Assignment or Mortgage, bearing Date, &c. in Consideration of the Sum of 150 *l.* mentioned to be paid to the said *A.* by *B.* of, &c. hath assigned to the said *B.* the Lease of his House in, &c. for the Residue of the Term thereby granted, subject to a Proviso therein contained, for making void thereof on Payment of the Sum of — *l.* — *s.* at the Time therein mentioned, as thereby, Relation, &c. *Now* the said *B.* doth hereby for her self, her Executors, Administrators and Assigns, acknowledge and declare, that the Sum of — Part of the said Sum of — *l.* the Consideration-Money mentioned to be paid by the said *B.* to the said *A.* in the said recited Indenture of Mortgage, was and is the proper Monies of, and doth belong unto *C.* of, &c. And that the remaining Sum of — *l.* only is her own proper Monies; and that as to the said Sum of — *l.* the Name of her the said *B.* is used in the said recited Indenture; and the same is so made to her in Trust, and for the proper Use and Behoof of the said *C.* her Executors, Administrators and Assigns; and that she the said *B.* her Executors and Administrators, shall and will stand possessed of the said Premises, as to the said 100 *l.* in Trust for her the said *C.* her Executors and Administrators: And it is agreed that no Benefit or Advantage of Survivorship shall be had or taken between them, of, in or to the said Monies, or the said Premises so mortgaged and assigned, as aforesaid. *In Witness, &c.*

Decla-

Declaration, that a Person's Name is used in an Assignment of Letters Patent, &c. in Trust; and Covenant to assign, endorsed.

KNOW all, &c. endorsed, That the within-named *A.* doth hereby for himself, his Executors and Administrators, acknowledge and declare, that the within-written Indenture, and the Sale and Assignment thereby made of the Letters Patent, &c. within granted, sold and assigned, is so made to him, and in his Name is used therein in Trust, and for the proper Use, Benefit and Bechoof of the within-named *B.* and *C.* their Executors, Administrators and Assigns, and to and for none other Use, Intent or Purpose whatsoever: And that the Sum of — *l.* the Consideration of the within-written Indenture, was the proper Monies of the said *B.* and *C.* And therefore the said *A.* in Pursuance of the Trust in him reposed, and in Consideration of 10*s.* of lawful, &c. to him in hand paid, at or before Sealing and Delivery hereof by the said *B.* and *C.* the Receipt whereof he doth hereby acknowledge; he the said *A.* doth hereby bargain, sell, assign and set over unto the said *B.* and *C.* their Executors, Administrators and Assigns, the within recited Letters Patent, and the Powers, Privileges and Advantages arising thereby, and all other the Premises within mentioned, or intended to be granted, sold and assigned to him the said *A.* and all his Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, of, in and to all and singular the said Premises, with the Appurtenances, and every Part thereof, by Virtue of the within-written Indenture, or otherwise howsoever: *To have*, hold and enjoy the said Letters Patent, &c. and all other the Premises within mentioned, or intended to be sold and assigned unto the said *B.* and *C.* their Executors, Administrators and Assigns, to his and their own Use and Uses, as fully to all Intents and Purposes, as the said *A.* may, can or might have held and enjoyed the same, by Virtue of the within-written Indenture, or otherwise howsoever: And the said *A.* for himself, his, &c. doth hereby covenant, &c. that he hath not at any Time or Times, &c. whereby the said Letters Patent, &c. within-mentioned to be granted, sold and assigned as aforesaid, or any of them, or any Part thereof, is, are or shall, or may be any Ways charged or incumbered. *In Witness, &c.*

Declaration and Covenants, that another is jointly concerned in Lottery Tickets, and to share the Profits equally.

THIS Writing indented, &c. between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part. *Whereas* the said *A.* did on the, &c. pay into the Bank of *England*, the Sum of — *l.* which with the Discount allowed for the prompt Payment, amounted to the Sum of — *l.* upon the Encouragement of an Act of Parliament passed in the — Year of the Reign of our said Sovereign Lady Queen *Anne*, entitled, *An Act*, &c. and for the Purchase of — Tickets in the said Lottery. *And whereas* the said *A.* hath since received, and hath now in his Custody, for the said Sum of — so paid as aforesaid — Tickets in the said Lottery, each of them entitling the Bearer to an Annuity of 14*s.* per Ann. for Thirty-two Years, to commence from — 1711. or a better Chance; the particular Numbers of which several

Tickets are endorsed on these Presents. *Now these* Presents witness, that ^{Now.} the said *A.* doth hereby for himself, his Executors and Administrators, acknowledge and declare, that the Sum of — *l.* being one full and equal half Part of the said Sum of — so paid for the Purchase of the said — Tickets, was the proper Monies of the said *B.* and was had and received by the said *A.* of him the said *B.* to make up the said Sum of — paid as aforesaid, and was paid by the said *A.* to the Intent he might have and receive one full Moiety, or half Part of all Annuities, Sums of Money, Benefit and Advantage, which shall accrue and become payable for the said Tickets, or by and in respect of any of them equally with the said *A.* and that the remaining Sum of — *l.* only was the said *A.*'s own proper Money; and that he is to receive, have and enjoy the other Moiety, or half Part of all such Annuities, Sums of Money, Benefit and Advantage, which shall accrue and become payable, by, for and in respect of the said Tickets, or any of them: And therefore it is mutually declared, covenanted and agreed, by and between the said *A.* and *B.* for themselves, their Executors, Administrators and Assigns, that all yearly and other Payments, Annuities, Sums of Money, Benefit and Advantage whatsoever, which shall arise, and grow due and payable upon or in respect of the said — Tickets so taken out, and in the Custody of the said *A.* the several Numbers whereof are endorsed on these Presents as aforesaid, or by, for or in respect of any of them, shall be received, had, divided and enjoyed as aforesaid, as followeth, *viz.* one full and equal Moiety, or one half Part thereof by the said *A.* his Executors, Administrators and Assigns, and the other full and equal Moiety, or half Part thereof by the said *B.* his, &c. according to the true Meaning of these Presents, without any Benefit and Advantage of Survivorship, to be had, taken or claimed by either of them, their Executors, Administrators and Assigns, of, in or to the Moiety, Part or Share, of or belonging to the other of them, in any Manner of wise: And that each of them the said Parties, their Executors, Administrators and Assigns, at any Time upon Request of the other of them, his Executors or Assigns, will make, do and perform all such further Acts, Deeds, Powers and Things whatsoever, for the Dividing, Assigning, and Assuring the one full and equal Moiety, or half Part of and belonging to the other of them respectively, of and in the aforesaid — Tickets, and of all yearly and other Payments, Annuities, Sums of Money, Benefit and Advantage whatsoever, which shall arise, and grow due and payable in respect thereof, or of any of them, and for the enabling each other of them respectively, his Executors and Assigns, to have, receive and enjoy his and their equal Moiety, or half Part thereof, to his and their own Use and Uses, according to the Purport and true Meaning of these Presents, as shall be reasonably advised and required. *In Witness, &c.*

That all Profits to be divided equally.

No Benefit of Survivorship.

That each of the Parties shall do any Act for the better dividing the Profits.

Another short Declaration concerning Lottery Tickets.

Memorandum, It is declared and agreed by and between *A.* of, &c. and *B.* of, &c. that — Tickets are to be drawn in the present Lottery for 1500000*l.* for the Service of the Year 171 now in the Custody of the said *A.* the several Numbers whereof are hereon endorsed, do belong unto them the said *A.* and *B.* equally; and that each of them paid one full half Part of the Purchase-Money for the said Tickets: And that each of them, his Executors, Administrators and Assigns, is to have and shall have, receive and

enjoy to his and their own proper Use, one full half Part of all Sum and Sums of Money, Interest, Benefit and Advantages, which may happen, arise, grow due and payable, by, upon or in respect of the said — Tickets, so to be drawn as aforesaid, each and every of them without any Benefit of Survivorship, or other Advantage, Claim or Demand, of, in or to the Mole-ty, or half Part thereof, or of any of them belonging to the other, and others of them in any wise. *In Witness, &c.*

Declaration (from a Partner) that a fourth Part of the Stock is assigned to him in Trust for the rest concerned.

KNOW all, &c. That the within-named *A.* doth hereby for himself, his Executors and Administrators, acknowledge and declare, that the one full and equal one Quarter or fourth Part of the within-named *B.*'s fourth Part, of and in all the Oars and Minerals, which are, and shall be digged and raised out of the Grounds or Lands within-mentioned, and of all the Produce, Profit, Benefit and Advantage arising thereby, in and by the Writing or Agreement within-mentioned, or intended to be granted and assigned by the said *B.* to the said *A.* is so granted and assigned unto, and in the Name of him the said *A.* in Trust only, and for the Use and Benefit, as well of *C.* of, &c. the within-named *D. E. F.* and *G.* of, &c. as of him the said *A.* being all of them Copartners in the Joint-Stock, for carrying on the said Works of Digging, Smelting and Refining of Oars and Minerals, which are and shall be found digged or raised at or near *Combmartin*, according to their respective Parts and Shares, of and in the said Joint-Stock and Works, declared and mentioned by Indenture or Covenants of Copartnership for that Purpose made between and under the Hands and Seals of all of them the said Partners, and bearing Date, &c. And therefore the said *A.* in Pursuance of the Trust in him reposed, and in Consideration of 12*d.* of lawful, &c. to him in hand by them the said *C. D.* &c. respectively paid, whereof he doth acknowledge the Receipt, doth hereby grant, assign, transfer, and set over unto each of them the said *C. D.* &c. their Executors, Administrators or Assigns, respectively one full sixth Part of and in the said fourth Part of the said *B.*'s fourth Part within-mentioned, and intended to be given, granted and assigned unto the said *A.* of all Oars and Minerals, which are and shall be found digged and raised, in or upon all or any the Lands, Grounds or Places letten and granted by the said *B.* to them the said *D. E. F.* and *A.* in and by the said Indenture, Grant or Lease within-mentioned, and thereby reserved due, yielded or belonging to the said *B.* his Heirs or Assigns, during the Term therein-mentioned, and of and in all Profit and Advantage, which are and shall arise, and be made by and in respect of the said fourth Part of the said *B.*'s fourth Part thereof, and by smelting and refining of such Oars and Minerals, and of all other Profits and Advantages, which shall arise and be made by and in respect thereof; and all his Right, Title, Claim and Demand, of, in and to the same, as fully to all Intents and Purposes, as he the said *A.* his Executors or Administrators, may, can or might, or could have enjoyed the same, by Virtue of the Writing, Grant or Assignment within-written, or by any other Ways or Means, whatsoever or howsoever: And the said *A.* doth hereby for himself, his Executors and Admi-

Administrators, covenant and agree to and with the said *C. D.* &c. their Executors, Administrators and Assigns respectively, that he the said *A.* hath not at any Time heretofore made, done, or committed any Act, Deed, Matter or Thing, whereby, or by Means whereof the respective Parts and Shares of the said fourth Part of the said *B.*'s fourth Part of the said Oars, Minerals, and Premises within-mentioned, or intended to be assigned, is, are or shall, &c. *In Witness, &c.*

Mutual Declaration (between a Landlord and Tenant upon letting a Lease of Part of a House) that what Benefit shall accrue by a Policy of Insurance, shall be shared according to the Proportions paid for the same.

THIS Writing indented, made the, &c. *Between A.* &c. of the one Part, and *B.* &c. of the other Part. *Whereas* the said *A.* by Lease, under his Hand and Seal, bearing Date with these Presents, hath let unto the said *B.* several Rooms and Conveniences, Part of and belonging to a Messuage or Tenement, situate in, &c. now in the Occupation of the said *A.* for — Years, from *Lady-day* now next, at the yearly Rent of — payable Quarterly, as thereby may appear: *And* whereas the said *A.* at the Request, and on the Account, as well of the said *B.* as on his own Account by a Writing or Policy of Insurance, bearing Date, &c. under the Hand and Seal of *C.* of, &c. hath insured the Sum of — *l.* as well on the said Premises letten to the said *B.* by the said recited Lease, as on the other Part of the said Messuage or Tenement, in the Occupation of the said *A.* for the Term of seven Years then to come, as thereby may appear: *Now* these Presents witness, that it is hereby mutually declared and agreed, by and between the said Parties to these Presents, for themselves, their Executors and Administrators, that the Consideration for the said Insurance was paid, three fourth Parts thereof by the said *B.* and the other fourth Part thereof by the said *A.* And therefore, that all such Sum and Sums of Money, and other Benefit and Advantage, which shall at any Time or Times accrue, become due, and be received by and upon the said Writing or Policy, is to be, and shall be for the Benefit of the Parties respectively, as followeth, *viz.* three full fourth Parts thereof for the said *B.* her Executors and Assigns, towards the Rebuilding or Repairing such Part of the said Messuage and Premises, which is letten to her by the said Lease; and the other fourth Part thereof for the said *A.* his Executors and Assigns, towards the Rebuilding or Repairing the other Part of the said Messuage in his Occupation, in case the said respective Premises, or any Part thereof shall happen to be burnt down, blown up, demolished or damaged, by or by Reason of Fire, at any Time or Times during the said Term. *In Witness, &c.*

Mutual Declaration, that Articles (entred into) for building of a Ship was not intended to be performed, and Release (mutually) therefrom.

Recital
of the Ar-
ticles for
building
of a Ship.

WHEREAS by certain Articles of Agreement indented, bearing Date with these Presents, made or mentioned to be made, between *A. &c.* Shipwright of the one Part, and *B. &c.* Mariner, of the other Part; the said *A.* hath thereby covenanted and agreed with the said *B.* his Executors and Assigns, for the Consideration therein mentioned, at his own Charges, at his Yard at *R.* aforesaid, to build and finish for the said *B.* within the Time therein mentioned, the Hull or Body of one new Ship or Vessel, to be of the Burthen of — Tuns, or thereabouts, and of such Dimensions, and in Manner as therein is mentioned: In Consideration whereof the said *B.* hath thereby covenanted and agreed with the said *A.* to pay, or cause to be paid unto the said *A.* his Executors or Assigns, at and after the Rate of — *l.* per Tun, for every Tun the said Ship shall measure, according to the usual Measurement of the Shipwrights of the River of *Tbames*, at such Times, and in such Manner, as therein is expressed, as by the said recited Articles, Relation, &c. Now it is hereby declared and agreed, by and between the said *B.* and *A.* for themselves, their Executors and Administrators, that the said recited Articles of Agreement were so made and entred into by the said *A.* at the special Instance and Request of the said *B.* and only to serve him in his particular Affairs; and not with a Design or Intent, that the said Hull of the said Ship should be built, or any the Payments, Covenants or Agreements therein contained, by and on the Part and Behalf of the said Parties, respectively to be performed, should be paid, done or performed in any wise, although the said Articles are not cancelled and destroyed: And therefore each of them the said *B.* and *A.* for himself, his Heirs, Executors and Administrators, doth hereby acquit, release, and for ever discharge the other of them, his Heirs, Executors and Administrators respectively, of and from the said recited Articles, and all and singular the Covenants, Clauses, Articles, Payments, Matters and Things therein contained, by and on the Part of the said *B.* and *A.* their Executors and Administrators, respectively to be paid, done and performed, and from all Actions, Suits, Costs, Charges, Payments, Judgments, Extents, Executions, Claims and Demands in Law and Equity, for or concerning the same, or any of them. In Witness, &c.

Declaration, that a Warrant of Attorney stands a Security for two Bonds.

TO all, &c. *A. &c.* sends Greeting. Whereas *B.* of, &c. stands bound unto the said *A.* by two several Obligations, one of them in the Sum or Penalty of — *l.* of lawful, &c. for Payment of the Sum of — *l.* of like Money on the, &c. next ensuing, the Date thereof; and the other of them in the Penalty of — for Payment of the Sum of — with Interest on the, &c. as by the said Obligation and Conditions may appear: And whereas the said *B.* by Writing or Warrant of Attorney, under his Hand and Seal, bearing

bearing Date with these Presents, hath authorized Mr. C. and Mr. D. Attornies of her Majesty's Court of *Queen's Bench* at *Westminster*, or either of them, or any other Attorney of the same Court, to appear to any Action or Actions that shall be brought or commenced against the said B. in the said Court; and thereupon to confess a Judgment against the said B. for the Sum of — *l.* Debt, besides Costs of Suit, as by the said Warrant of Attorney may appear. *Now know ye*, that the said A. doth hereby declare, that the said Warrant of Attorney so given for confessing Judgment as aforesaid, is for better securing the Payment of the said two several Sums of Money, to grow due according to the Conditions of the said recited Obligations. *In Witness, &c.*

Declaration, that a General Letter of Attorney shall not extend to one particular Affair.

WHEREAS I A. &c. have on the, &c. given a Power by Letter of Attorney, under my Hand and Seal to B. and C. of the Island of A. Merchant, to demand and receive of all Persons in the said Island, all Monies, Debts, Goods and Effects whatsoever, due, owing or payable to me the said A. upon any Account whatsoever. *Now* I the said A. do hereby declare, that they the said B. and C. or either of them, shall not by Virtue of the said Letter of Attorney to them granted, nor any Power therein given, demand or receive of or from E. and F. of — Merchants, Partners in the said Island of A. any Goods, Effects, Debts or Monies whatsoever, now in the Hands of, or due, or owing by or from, or which shall or may be in the Hands of, or be received by them, or be due or payable from them the said E. and F. or any of them, without my express Order in that Behalf, the said recited Letter of Attorney, or any Clause or Thing therein contained to the contrary notwithstanding, &c. *In Witness, &c.*

Declaration, (from an Executrix) that several Securities are made to her as Executrix.

I A. of, &c. do hereby declare, that the several Sums of Money mentioned to be paid, and lent by me to the several Persons, on the several Mortgages or Securities, hereunder particularly expressed, are so paid and lent by me, as I am Executrix of the last Will and Testament of B. late of, &c. (*who was Executrix of the last Will and Testament of her late Husband C. B. also deceased*): And that the several Sums, and every of them, are the Monies of and belonging to the Estate of the said C. B. and B. deceased, (*that is to say*) the Sum of — *l.* on Bond, under the Hand and Seal of D. of, &c. dated, &c. for further securing whereof — *l.* Stock in the *South-Sea* Company, stands in my Name, in the Books of the said Company: [*And so on with the rest*] And that the said Sums lent as aforesaid in my Name, are not, nor any of them, or any Part thereof is my Money, or belonging to me; but that the same, and every of them, and every Part thereof is the proper Money of and belonging to the Estate of the said B. C. and B. deceased, as aforesaid. *In Witness, &c.*

Decla-

Declaration, (from an Executrix) that Part of Money lent upon a Surrender (or Mortgage) belongs to another, and Covenant to stand seised, as to the said Part in Trust, &c.

Recital
of a Sur-
render.

Now, &c.
declare,
That
100 l.
Part of
the Mo-
ney lent
upon the
said Sur-
render,
belongs
to ano-
ther.
And will
stand
seised as
to the said
100 l. in
Trust.
No Bene-
fit of Sur-
vivorship.

WHEREAS *A. B.* of, &c. and *B.* his Wife, by a certain Writing or Surrender, bearing Date, &c. in Consideration of the Sum of 800 l. mentioned to be paid them by *C.* of, &c. (since deceased) did surrender, limit and appoint their Estates and Farm called *W.* and *A.* within the Manor of *W.* in the County of *S.* to the Use and Behoof of the said *C.* his Heirs and Assigns for ever, according to the Custom of the said Manor, as a Mortgage, and for securing the Payment of 800 l. with Interest, on the Day mentioned in the Proviso contained in the said Surrender. *Now know* all, &c. that *D.* of, &c. Relict, and Executrix of the said *C.* doth hereby for herself, her Heirs, Executors and Assigns, acknowledge and declare, that the Sum of 100 l. Part of the said Sum of 800 l. mentioned to be paid by the said *C.* in and by the said recited Surrender, was and is the proper Monies of, and doth belong unto *E.* of, &c. Daughter of the said *C.* deceased: And that as to the said Sum of 100 l. the Name of the said *C.* is used in the said recited Surrender, in Trust, and for the proper Use and Behoof of the said *E.* her Heirs, Executors and Assigns; and that she the said *D.* her Heirs and Assigns, shall and will stand seised of the Premises so surrendered as aforesaid, as to the said 100 l. in Trust for her the said *E.* her Heirs, Executors and Assigns: And it is agreed, that no Benefit or Advantage of Survivorship shall be had or taken between them, of, in or to the said Monies so lent, and Premises so mortgaged as aforesaid. *In Witness, &c.*

Declaration, (between Partners) that the Money which is to be paid for the Purchase of one of the Partner's Share in their Stock, should be taken out of their Joint-Stock, and that his Part so purchased should be sunk into the whole Stock, and each to have a proportionable Part according to their Share therein.

WHEREAS *A.* and *B.* of, &c. have on the, &c. now last past paid, or secured to be paid unto *C.* of, &c. the Sum of — l. for his — Parts, of and in the Joint-Stock and Trade in Partnership between them, in Consideration of releasing his said — Parts, of and in the said Joint-Stock and Trade unto the said *A.* and *B.* as by Endorsement on their Covenants of Partnership may appear. *Now* it is hereby declared and agreed, by and between the said *A.* and *B.* for themselves, their Executors and Administrators, as followeth, (*that is to say*) that the said — l. to be paid to the said *C.* for his Interest in the said Joint-Stock and Trade, is to be and shall be paid out of the Joint-Stock, for carrying on the said Trade and Partnership: And that all Gains, Profits and Losses, by and in respect of the said *C.*'s Part and Share thereof, for which the said Sum is to be paid as aforesaid, shall be had, received and born, by and between the said *A.* and *B.* equally; and that for the Residue of the Term of four Years mentioned in their Covenants of Partnership from the said, &c. now last to be

be accounted, and according to their respective Parts and Shares of the said *A.* and *B.* of and in the said Joint-Stock and Trade, is and shall be accounted to be, as followeth, *viz.* the said *A.* is and shall be interested, of and in two full third Parts thereof, the Whole into three equal Parts being divided, and the said *B.* is and shall be interested, of and in the remaining third Part thereof, under and subject to the several Covenants and Agreements in the said Indenture of Partnership contained, the said *C.*'s — Parts being sunk into the said Stock, the Endorsement on the said Indenture of Partnership, or any Thing therein contained to the contrary, notwithstanding. *In Witness, &c.*

Mutual Declaration, that (upon Dissolution of a Partnership) what Debts shall be unpaid (due to them, or from them) shall be paid and divided equally.

WHEREAS upon adjusting and settling Accounts this Day between *A.* and *B. Widow, the Relict of C. B. deceased,* concerning the late Partnership between the said *A.* and *C. B.* there are some Accounts depending between them and the several Persons following, not adjusted nor included in the said Accounts, *viz.* with Mr. *C.* It is therefore declared and agreed by and between the said *A.* and *B.* that if upon adjusting the said Accounts, the said *A.* and *B.* shall be found to be indebted to them, or any of them the Parties aforesaid, on Account of the late Partnership, they will pay and discharge the same equally between them; and in case any Money be due, or coming to the said *A.* and *B.* on Account of the said late Partnership, the same shall be had and received equally between them: And the said *A.* doth also agree and covenant with the said *B.* to pay and discharge to *F. &c.* the Sum of — *l.* being on the Joint Account, having Money in his Hands for that Purpose out of the Stock, and to indemnify the said *B.* her Executors and Administrators therefrom: And it is also agreed, if any other Debts shall hereafter appear to be justly due, on Account of the said late Partnership, the said *A.* and *B.* mutually agree to pay the same equally between them. *In Witness, &c.*

Declaration, (from a Master) that an Apprentice is turned over to him for the remaining Term of his Apprenticeship, to the Intent he may have the Benefit of his Freedom, and not to serve as his Apprentice.

TO all, *C. A. &c.* sends Greeting. Whereas *B.* late Servant or Apprentice of *C.* is to be turned over unto the said *A.* for the Remainder of the Term of seven Years to come and unexpired, by his Indentures of Apprenticeship, bearing Date, *C.* Now know ye, that the said *A.* doth hereby declare, that the said *B.* is so to be turned over to him, to the Intent he

That the Apprentice is turned over, to the Intent he may be made free of the

Now
know ye,
City.

may

may have the Benefit of his Freedom of the City of *London*, at the End of the said Term of his Apprenticeship; but nevertheless that he may and shall be at his Liberty to have and use the Residue of his said Time, to and for his own Benefit, as he shall think fit, without being accountable for the same, unto or under any Controul by the said *A.* his Executors or Administrators to the contrary: And that he the said *B.* is not to be any ways compellable to serve or abide with the said *A.* as his Servant or Apprentice, or any ways liable or chargeable in that Respect, by Virtue of the said Indentures of Apprenticeship, or any Covenant therein, or otherwise howsoever: And therefore the said *A.* for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said *D.* of, &c. Mother of the said *B.* her Executors and Administrators, that he the said *A.* his Executors and Administrators, shall and will at any Time hereafter, at the Request of the said *B.* or of the said *D.* or either of them, by Writing under his Hand and Seal, release and discharge the said *B.* from the said Indentures of Apprenticeship, and his Service aforesaid, and will then also either deliver up that Part of the said Indentures of Apprenticeship, which is under the Hand and Seal of the said *B.* to be cancelled, or will at the Charge of the said *B.* or of the said *D.* his Mother, at the Expiration of the Term mentioned in the said Indenture of Apprenticeship, procure the said *B.* to be a Freeman of the City of *London*, and Company of *G.* which of them shall be required by the said *B.* or the said *D.* his Mother: To the Performance whereof the said *A.* bindeth himself, &c. *In Witness, &c.*

That he shall not be compelled to serve as an Apprentice.

That he will discharge the Apprentice at the Expiration of the Term of his Apprenticeship.

That upon the Apprentice's Request, the Master to make him free.

Declaration, that a Master will let one that was his Apprentice have Half of the Profits of Trade, and will keep fair Accounts, &c.

I *A.* &c. for good Reasons me thereunto moving, do hereby declare, that for the Term of one Year from the, &c. to be accounted, and for the further Term of one Year, after the Expiration of the first Year, and for such longer Time afterwards, as *B.* Son of *D.* of, &c. shall continue with me, I will pay unto, or permit and suffer the said *B.* to have, take and receive the one full Moiety, or half Part of all the neat Profit or Produce, which shall arise and be gained by the Trade of a Grocer, which I now use: And for the better Satisfaction of the said *B.* I do hereby agree to keep just and fair Accounts of all Transactions and Dealings relating to my said Trade in Books for that Purpose, and to make up the same on or before the, &c. Yearly: And that I will at any Time suffer the said *B.* and any other Person that he shall appoint, to peruse and examine the said Accounts. *Witness my Hand hereunto set, &c.*

Decla-

Declaration, that a major Part of Money lent upon a Bond of Bottomry belonged to another, and Covenant to divide the Profits in Proportion, according to their Shares, and bear the Loss that may happen thereby in Proportion to their Shares.

THIS Writing indented, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part. *Whereas C.* of, &c. by Obligation under his Hand and Seal, bearing, &c. became and stands bound unto the said *A.* and *B.* in the Sum or Penalty of, &c. with Condition reciting, as therein is recited for Payment unto the said *A.* and *B.* their Executors, Administrators and Assigns, in Consideration of the Sum of 200 *l.* remaining due, and the Adventure thereof, as therein is mentioned, the Sum of 260 *l.* of lawful, &c. within — Days after the Arrival of the Ship *D.* at *B.* from the Voyage therein mentioned, or at the Expiration of — Kalendar Months, which shall first happen, together with — *l.* per Month for all such Time, and so many Months as shall be run out of the said — Months above — Months, and at the same Rate for a greater or lesser Time than a Month, as thereby amongst other Things may appear: For the better Security of the Payment of which said Money, a Bill of Sale dated the said, &c. is made and granted unto *E.* of, &c. in Trust for the said *A.* and *B.* of one Moiety, or half Part of the said Ship, with her Appurtenances and Freight; which said recited Bond and Bill of Sale is in the Hands and Custody of the said *A.* Now these Presents witness, that it is hereby declared by and between the said Parties to these Presents, for themselves, their Executors and Administrators, as followeth, (*that is to say*) that notwithstanding the said Obligation was so made unto them the said *A.* and *B.* jointly as aforesaid; yet nevertheless the Sum of — *l.* Part of the said — *l.* principal Money therein mentioned, are the proper Monies of and belonging to the said *B.* and that the remaining — *l.* of the said — *l.* principal Money, is the proper Monies of, and doth belong unto the said *A.* And that all further Sum and Sums of Money, which shall become due according to the Condition of the said recited Obligation, shall be received, had and divided, by and between them the said *A.* and *B.* their Executors and Administrators, in Proportion and according to their Shares in the said principal Sum of — *l.* herein before declared, and not otherwise, and without any Benefit of Survivorship to be had or claimed by either of them, in or to any Part thereof belonging to the other of them respectively, in case of the Decease of either of them, before the same shall be received and divided as aforesaid; and that each of them shall and will in like Manner bear their proportionable Part of all Losses and Damages, by or in respect thereof, according to their Shares therein, herein before declared. *In Witness, &c.*

Recital
of a Bond
of Bot-
tomry.

No Bene-
fit of Sur-
vivorship.

Declaration, that Part of the Money lent upon Bond and Assignment belonged to another, and Covenant upon Receipt of the Whole, to pay the other his Part with what Interest shall be due for the same.

Recital
of the
Bond.

Assign-
ment.

Defea-
sance.

Declara-
tion.

Now, &c.

WHEREAS *A.* of, &c. by Obligation under his Hand and Seal, dated, &c. stood bound unto *B.* &c. in the penal Sum of — *l.* conditioned for Payment of — *l.* of like Money on the, &c. and hath assigned to the said *B.* all his Right, Title and Interest, of, in and to — *l.* Tallies of — or Assignment, on the Hereditary and Temporary Revenue, dated, &c. and struck in the Name of the said *A.* And whereas by Indenture of Defeasance, dated also the said, &c. the said *B.* hath acknowledged, that the said Tallies were so assigned to him, to secure the Payment of the said — *l.* in lawful, &c. according to the Condition of the above recited Obligation. And whereas the said *B.* hath by Writing under his Hand and Seal, dated herewith, declared, that all the said — *l.* principal Money so lent to the said *A.* and mentioned in and to grow due upon the said Bond or Obligation, is the proper Monies of *C.* of, &c. and that his Name is used therein, and in the said recited Assignment of the said Tallies in Trust only for the said *C.* his Executors, Administrators and Assigns, as by the said Bond, Assignment, Defeasance and Declaration, may at, &c. Now know all Men by these Presents, that the said *C.* doth hereby declare, that — *l.* Part of the said — *l.* so lent to the said *A.* upon the said Bond and Assignment, is the proper Money of *D.* &c. and doth covenant for him, his Executors and Administrators, to and with the said *D.* his Executors and Assigns; that upon Receipt of the Money to grow due on the said Bond, he will pay the said — *l.* with what Interest shall be received for the same, to the said *D.* or will pay the said — *l.* and Interest as aforesaid, in Proportion according as the said — *l.* shall be received; and in the mean Time, that the said Bond and Assignment shall be for the Securing to the said *D.* as well the said — *l.* as to the said *C.* the remaining — *l.* of the said — *l.* without any Benefit of Survivorship, or other Advantage to be had or taken thereon to the contrary, by either of them the said *C.* and *D.* In Witness, &c.

Declaration mutually, that two Persons (that entred into a Bond) will pay the same equally.

Recital
of the
Bond.

THIS Writing indented, &c. between *A.* of, &c. of the one Part, and *B.* of the other Part. Whereas the said *A.* and *B.* by Obligation of the Date of these Presents, stand jointly and severally bound unto *C.* of, &c. in the Sum of — *l.* of lawful, &c. with Condition thereunder written for the Payment of — *l.* of like Money on the, &c. as by the said Obligation and Condition, Relation, &c. Now these Presents witness, that the said *A.* and *B.* do hereby severally acknowledge and declare, that each of them hath received for his own several Use — *l.* of the — *l.* lent by the said *C.* and for which the said Bond was given as aforesaid: And therefore it is mutually covenanted by and between the said *A.* and *B.* and each of them by and for himself, his Executors and Administrators, doth covenant

covenant, promise and agree, to and with the other of them, his Executors and Administrators, as followeth, (*that is to say*) that each of them the said *A.* and *B.* their Executors or Administrators, shall and will truly pay, or cause to be paid unto the said *C.* his Executors, Administrators or Assigns, the one full Moiety, or Half-Part of the Money, mentioned in and to grow due upon the said recited Bond, as the same shall become due: And that each of them, his Executors and Administrators, shall and will, well and sufficiently, save, defend, keep harmless and indemnified the other of them, his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels respectively, of and from all Actions, Suits, Costs, Charges, Payments and Damages whatsoever, for or by Reason of their respective Moieties, or equal Half-Parts of the said Money, to grow due upon the said recited Bond, and to be paid by them severally, or by Default of Payment thereof, by either of them, as aforesaid; and to the Performance of the Covenants and Agreements aforesaid, each of them the said Parties bindeth himself, &c. *In Witness, &c.*

Declaration, that a Bond is given for Rent.

WHEREAS *A.* of, &c. and *B.* of, &c. have this Day given Bond to *C.* of, &c. for — *l.* payable on the, &c. Now I *C.* Agent for the said *C.* declare the said — *l.* for which the said Bond is so given, is upon the Account of Rent due by the said *A.* to the said *C.* and that when the said Sum is paid, the same shall be allowed accordingly. *In Witness, &c.*

Declaration, that an Assignment of a Bond and a Debt was only assigned for the Assignee's better Receiving the same.

TO all, &c. *A.* of, &c. sendeth Greeting. Whereas *B.* of, &c. hath by Writing under his Hand and Seal, bearing Date, &c. assigned unto the said *A.* one Bond or Obligation, under the Hand and Seal of *C.* of, &c. bearing Date, &c. in the penal Sum of — *l.* conditioned to be void on Payment of the Sum of — *l.* with Interest, after the Rate of 6*l.* per Cent. per Ann. on the, &c. and all Interest due thereon. And whereas the said *B.* hath in and by the said recited Writing also assigned unto the said *A.* the Sum of — *l.* due to the said *B.* for Goods sold unto the said *C.* as by the said recited Writing, Relation, &c. Now know ye, that the said *A.* doth hereby acknowledge and declare, that notwithstanding the Monies due upon the said Bond, and the said Sum of — *l.* is so to him assigned by the said *B.* yet he the said *A.* did not pay or give any Money, or other Consideration for the said Assignment: And that the said Assignment is made to him in Trust only, and to the Intent that he may thereby the better recover and receive the Monies due and assigned as aforesaid, and for no other Intent or Purpose whatsoever: And therefore the said *A.* doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, &c. with *B.* &c. that he will use his best Endeavour to recover and get in the said Monies for the Use of the said *B.* and that when and as soon as the said Monies, or any Part thereof shall be received; he the said *A.* his Executors and Administrators, shall and will pay the same unto the said *B.* his

Recital
of Assignment.

Executors or Assigns: And that he the said *A.* his Executors, Administrators and Assigns, shall not, nor will not release or discharge the said Obligation, or any Sum or Sums of Money therein, or in the Condition thereof mentioned, and thereupon due, or to grow due, nor the said Sum of ——— *l.* nor either of them, or any Part of them, or either of them, but at the Request, and with the Consent of the said *B.* his Executors, Administrators or Assigns, first had in Writing under his or their Hand and Seal. *In, &c.*

Declaration, that Orders, Tallies and Annuities were made in Trust, and Covenant to assign.

TO all, &c. *A.* &c. sends Greeting. *Whereas* by three several Orders, N^o. (—) all of them dated, &c. made and granted to the said *A.* by Virtue of an Act of Parliament in the — Year of the Reign of our Sovereign Lady Queen *Anne*, (entitled, *An Act, &c.*) and whereby the three several Annuities, or yearly Sums of ——— *l.* in the said Orders respectively mentioned, are payable to the said *A.* his Executors, Administrators or Assigns, for the Term of Ninety-nine Years, commencing from the, &c. as by the said three several Orders, and the several Tallies struck for the Purchase-Money paid for the said three respective Annuities, Relation, &c. *Now know ye*, that the said *A.* for himself, his Executors and Administrators, doth hereby acknowledge and declare, that the said several recited Orders, Tallies and Annuities therein mentioned, are so made and payable unto, and in the Name of the said *A.* in Trust, and for the only Use, Benefit and Behoof of *B.* of, &c. his Executors Administrators, and Assigns; and that the Purchase-Money for the said several Annuities, was the proper Monies of, and paid by the said *B.* And therefore the said *A.* for himself, his Executors, &c. doth covenant, &c. that he the said *A.* his Executors and Administrators, in Pursuance of the Trust in him reposed, shall and will at any Time hereafter, at the Request and Charges of the said *B.* his Executors, Administrators or Assigns, assign unto him and them, or unto such other Person or Persons, as he or they shall direct and appoint, all or any of the several Orders, Tallies and Annuities aforesaid; and all his Right, Title, Trust, Claim and Demand, of, in and to the same, either and every of them, free of all Incumbrances by him or them, done or to be done, or committed. *In Witness, &c.*

Declaration, that Bank-Stock was transferred in Trust; and Covenant to transfer back, upon Request.

I *A.* of, &c. do hereby acknowledge and declare, that I bought for *B.* of, &c. ——— *l.* Stock in the Bank of *England*, and the same was transferred to me, and remains in my Name, but doth belong unto, and is in Trust, and for the proper Use of the said *B.* and that the Money paid for the same, was her proper Monies: And therefore I the said *A.* do hereby for my self, my Executors and Administrators, covenant and agree, &c.

That I my Executors and Administrators, will at any Time hereafter, at the Request and Charge of the said B. her Executors and Assigns, transfer the said — Stock in the Bank of *England*, unto her or them, or to such other Person or Persons, as she or they shall appoint, free of all Incumbrances by me the said A. my Executors or Administrators, to be done or committed. *In Witness, &c.*

Declaration, that Shares in the Linen Manufactory was transferred in Trust for him that transferred them; and Covenant to transfer back, upon Request.

TO all, &c. I A. of, &c. send Greeting. *Whereas* B. hath on the Day of the Date hereof, in Consideration of — l. mentioned to be paid him by me the said A. transferred unto me thirteen Shares in the King and Queen's Corporation, for the Linen Manufactory in *England*, according to the usual Manner in such Cases, as by the said Transfer may appear. *Now* I the said A. do hereby declare, that notwithstanding the said Shares are so to me transferred, and the said Sum is so mentioned to be by me paid him, in Consideration thereof as aforesaid; yet my Name is used therein, and the same are so transferred unto me in Trust only, and for the Use of the said B. to whom the same do properly belong: And I the said A. for my self, my Executors and Administrators, do covenant with the said B. that I will at any Time, at the Request and Charge of the said B. assign and transfer the said — Shares, or any of them to the said B. or such Person or Persons, as he shall order and direct, and till such Transfer thereof will stand possessed of them, and every of them in Trust, and for the Use of the said B. his Executors, Administrators and Assigns, as aforesaid. *In Witness, &c.*

Declaration, that Stock is transferred in Trust; and Covenant to transfer back, and pay Dividends.

TO all, &c. A. of, &c. sends Greeting. *Whereas* B. of, &c. hath on the Date hereof transferred unto the said A. — l. Stock in the *Hudson's Bay* Company, in the Books of the said Company, according to the Custom of transferring the said Stock: And the said A. hath accepted the same, as by the Transfer-Books of the said Company may appear. *Now know ye*, that the said A. doth by these Presents, for himself, his Executors and Administrators, acknowledge and declare, that notwithstanding the said — l. Stock in the said Company, is so transferred unto, and in the Name of the said A. yet the same is in Trust, and for the only Use, Benefit and behoof of the said B. her Executors, Administrators and Assigns: And that he the said A. did not pay or give to the said B. any Money, or other Consideration for the said Stock: And therefore the said A. for himself, his

his Executors and Administrators, doth covenant, &c. that he the said *A.* his Executors and Administrators, in Pursuance of the Trust in him reposed, shall and will at any Time hereafter, at the Request of the said *B.* her Executors, Administrators or Assigns, transfer unto her or them, or unto such other Person or Persons, as she or they shall direct and appoint, all or any Part of the said — Stock in the said Company; and all his Right, Title, Trust, Claim and Demand, of, in and to the same, free of all Incumbrances, by him or them, to be done or committed: And that he the said *A.* his Executors and Administrators, will in the mean Time stand possessed thereof in Trust for the said *B.* her Executors, Administrators and Assigns, and will pay, or cause to be paid unto the said *B.* her Executors, Administrators and Assigns, or permit and suffer her and them to receive and take to her and their own Use and Uses, all the Dividends and Profits, which shall from Time to Time arise, grow due and payable in respect of the said Stock, or any Part thereof. *In Witness, &c.*

See more in the Third Volume.

Defeasances.

Defeasance on Assignment of Orders and Tallies.

THIS Writing indented made the, &c. between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part. *Whereas* the said *B.* by Assignment, under her Hand and Seal, dated herewith, in Consideration of 50*l.* paid her by the said *A.* hath assigned unto the said *A.* an Order N^o. (—) dated the, &c. made to the said *B.* in Pursuance of an Act passed in Parliament, entitled, (*An Act for continuing the half Subsidies therein mentioned, with several Impositions and other Duties, to raise Money by way of Loan, for the Service of the War and other her Majesty's Occasions, and for charging of Prize-Goods and Seizures, and taking off the Drawbacks of foreign Cordage, and to obviate the clandestine Importation of wrought Silks for Repayment out of the Monies arising by the said Act* : And by an Act of the 5th Year of her now Majesty's Reign, entitled, *An Act for continuing several Subsidies, Impositions and Duties, and for making other Provisions therein mentioned, to raise Money by Way of Loan, for the Service of the War, and other her Majesty's Occasions*) of the Sum of 100*l.* by her paid into the Receipt of her Majesty's Exchequer, with Interest for the same, after the Rate of 6*l.* per Cent. per Annum, until Repayment thereof, together with the said Sum of 100*l.* and all Interest due and to grow due in respect thereof; and likewise the Tally struck to the said *B.* for the same, as by the said recited Assignment, Relation being, &c. *And whereas* the said *B.* by Obligation under her Hand and Seal dated herewith, stands bound unto the said *A.* in the penal Sum of 100*l.* conditioned for Payment of the Sum of 50*l.* 15*s.* on the, &c. as thereby may appear. *Now these Presents witness*, that it is declared by and between the said Parties, that the said Sum of 50*l.* the Consideration of the said recited Assignment, is the same Sum for which the said recited Bond is so given; and that the said Assignment is made unto the said *A.* as a collateral Security for the more sure Payment of the said 50*l.* 15*s.* according to the Condition of the said recited Obligation: *And therefore* the said *A.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *B.* her Executors, Administrators and Assigns, that if the said 50*l.* 15*s.* shall be truly paid unto the said *A.* his Executors or Assigns, according to the Condition of the said recited Obligation, without any Deduction for Taxes, or otherwise, that [then and immediately upon such full Payment thereof] thereupon the said *A.* his Executors, Administrators and Assigns will at the Charge of the said *B.* his Executors or Assigns, reassign unto her or them, or to such other Person or Persons as she or they shall appoint, the said Order, Tally and Monies due and to grow due thereupon, free of all Incumbrances by him or them to be done; and will deliver up the said recited Obligation to be cancelled; *Provided* nevertheless, and it is hereby declared,

Recital
of the
Assign-
ment.

Recital
of the
Bond.

Now, &c.

clared, and the said *B.* for her self, her Executors and Administrators, doth hereby consent, covenant and agree to and with the said *A.* his Executors and Assigns, that if Default shall be made in Payment of the said 50*l.* 15*s.* [or any Part thereof on the, &c.] (contrary to the Limitation of the Condition of the said recited Obligation) that then and at any Time afterwards, it shall and may be lawful, to and for the said *A.* his Executors and Assigns, to sell and dispose of the said (*Bill*, (Order and Tally) to the best Advantage, [that he or they can, and to assign the same to such Person or Persons as shall buy the same] and to receive, take and keep the Monies arising by Sale thereof, for or towards Payment of the said 50*l.* 15*s.* with what Interest and Charges shall be then due for the same, free'd and discharged from all further Right, Equity and Benefit of Redemption, [and other Right, Claim and Demand in Law and Equity to be had, taken or claimed, of; in or to the same, by the said *B.* his Executors, Administrators or Assigns, or any Person or Persons, by, from or under him or them, in any wise] *whatsoever*, he the said *A.* his Executors and Administrators paying the Overplus of the Monies arising by such Sale (if any be) [above the Principal, Interest and Charges, as aforesaid] to the said *B.* her Executors or Assigns; which [Overplus, if any be] the said *A.* agrees to pay accordingly: And that then also the said *B.* her Executors and Assigns, will at the Request of the said *A.* his Executors and Assigns, do any further Act for confirming such Sale thereof, and releasing her and their Right therein, as aforesaid, as shall be reasonably required. *In Witness, &c.*

✍ The Words within these Marks [] are put in those about Navy Bills, but may be put into this Sort.

Defeasance on Assignment of Annuities.

WHEREAS Mr. *A.* by Writing under his Hand and Seal dated herewith, in Consideration of — *l.* therein mentioned, to be paid him by Mrs. *B.* hath assigned to her the said *B.* eight Orders, dated, &c. on the Fund of 900000*l.* for Annuities for the Year 1710. of the several Numbers, and for the several Annuities following; *viz.* One N^o (—) for 9*l.* another, &c. Now I *C.* (as Agent for the said *B.*) do hereby declare, that the said Orders are so assigned unto and in the Name of the said *B.* for Securing the Payment of the said Sum of — *l.* and Interest for the same, on the, &c. according to a Condition of a Bond under the Hand and Seal of the said *A.* dated herewith for the said Sum: And therefore I the said *C.* do hereby promise and agree, that upon Payment of the said — *l.* and Interest, according to the said Bond, the said Orders shall be delivered to the said *A.* (Casualties excepted.) *Witness* my Hand and Seal, &c.

Another.

WHEREAS *A.* of, &c. by Assignment under his Hand and Seal, dated herewith, in Consideration of — *l.* paid him by *B.* hath assigned unto the said *B.* two Orders, dated, &c. N^o (—) and (—) for Payment unto the said *A.* or his Assigns, two several Annuities of — *l.* during

during the Term of 99 Years, in Pursuance of an Act of Parliament in the sixth Year of her Majesty's Reign, entitled (*An Act for raising a further Supply to her Majesty for the Service of the Year 1708. and other Uses, by Sale of Annuities, &c.*) and the said two several Annuities thereby payable: Now the said *B.* doth hereby declare and agree, to and with the said *A.* that the said Assignment of the said Orders and Annuities is made to him as a Security only for Payment of the said Sum of ——— *l.* mentioned to be the Consideration of the said Assignment, and is lent thereupon, and Interest for the same, after the Rate of 6 *l. per Cent. per Ann.* on the, &c. And that upon Payment of the said Sum of ——— *l.* and Interest, as aforesaid, he will reassign the said Orders and Annuities to the said *A.* or such others as he shall appoint. *In Witness, &c.*

Defeasance on assigning two Navy Bills.

THIS Writing indented, made the, &c. between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part. *Whereas* the said *B.* by a certain Writing or Assignment under his Hand and Seal, bearing Date with these Presents, in Consideration of the Sum of ——— *l.* paid him by the said *A.* hath sold, assigned and set over unto the said *A.* two Bills signed and directed to the Treasury of her Majesty's Navy, and (prompt Assignments) together with the said two several Sums of Money, and all other Monies thereupon to grow due; and all his Right, Title, Property, Claim and Demand, in and to the same: *To have*, hold and receive the same unto the said *A.* her Executors, Administrators and Assigns, to her and their own proper Use and Uses for ever; and hath thereby impowered the said *A.* her Executors and Assigns, as his Attornies irrevocable, to demand and receive the Money due and to grow due on the said Bills respectively, to her and their own Use and Uses, as thereby, Relation, &c. *And whereas* the said *B.* by Obligation under his Hand and Seal, bearing also Date with these Presents, stands bound unto the said *A.* in the Sum or Penalty of — *l.* of lawful, &c. conditioned for Payment of the Sum of ——— *l.* of like Money on the, &c. next ensuing the Date thereof, as hereby, Relation, &c. *Now these Presents witness, &c.* [*The same as the Defeasance on Assignment of Orders and Tallies, fol. 439.*]

Defeasance on assigning a Transport-Debenture.

THIS Writing indented, made, &c. Between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part. *Whereas* the said *B.* by Writing under his Hand and Seal, dated herewith, in Consideration of ——— therein mentioned, to be paid him by the said *B.* hath assigned unto the said *A.* a Bill or Debenture, signed by the Commissioners for her Majesty's Transport-Service, dated at the Transport-Office the, &c. N^o (——) for impressing unto the said *B.* Master of the Ship *M.* Burthen — Tuns, hired into her Majesty's Transport-Service, at ——— *l. per Tun per Kalendar Month*, the Sum of ——— *l.* in Part of a further Sum due for the said Ship's Service, being the fifth Payment, together with the Monies thereupon due

and to grow due, as thereby, Relation, &c. *Now these Presents witness,* that it is declared by and between the said Parties to these Presents for themselves, their Executors and Administrators, that the said Assignment of the said Bill or Debenture is so made unto the said *A.* for and as a collateral Security for the more sure Payment of the Sum of — *l.* and Interest thereof, due and owing to the said *A.* by Bond or Obligation, under the Hands and Seals of the said *B.* and *C.* bearing Date the, &c. with the Interest due and to grow due for the same, the said — *l.* being the same Sum which is mentioned to be the Consideration of the said recited Assignment: *And therefore* the said *A.* for himself, his Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *B.* his Executors and Assigns, that if the said Sum of — *l.* with the Interest now due, according to the Condition of the said recited Obligation, and which shall grow due for the same, shall be truly paid unto him the said *A.* his Executors or Assigns, on or before the, &c. without any Deduction whatsoever, that thereupon he the said *A.* his Executors and Assigns, will at the Request and Charge of the said *B.* his Executors or Assigns, reassign unto him or them, or to such other Person or Persons as he or they shall appoint, the said Bill or Debenture, and Monies thereon due and to grow due, free of all Incumbrances, by him the said *A.* his Executors or Assigns to be done or committed; and will deliver up the said Obligation to be cancelled: *Provided* nevertheless, and the said *B.* for himself, his Executors and Administrators, doth hereby consent, covenant and agree to and with the said *A.* his Executors and Assigns, that if Default shall be made in Payment of the said Sum of — *l.* and Interest, due and to grow due for the same, as aforesaid, or any Part thereof, on the said, &c. now next ensuing, contrary to the true Meaning of these Presents, that then and at any Time afterwards, it shall and may be lawful, to and for the said *A.* his Executors and Assigns, to sell and dispose of the said Debenture to the best Advantage that he or they can; and to receive, take and keep the Money arising by Sale thereof, for and towards Payment of the said Sum of — *l.* and all such Interest which shall be then due for the same, and all Charges in respect thereof, freed and discharged from all Right, Equity and Benefit of Redemption whatsoever, of the said *B.* his Executors or Administrators, of, in or to the same, he the said *A.* his Executors and Administrators paying the Overplus of the Monies arising by such Sale (if any be) to the said *B.* his Executors or Assigns; which Overplus (if any be) the said *A.* agrees to pay accordingly; and that he the said *B.* his Executors and Assigns will in such Case do any further Act for confirming such Sale thereof, and releasing his and their Right therein, as aforesaid, as shall be reasonably required. *In Witness, &c.*

Short Defeasance upon transferring Stock for Security.

THIS Writing indented, made the, &c. Between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part. *Whereas* the said *B.* hath on the Date hereof transferred unto the said *A.* twelve Shares of the general Joint-Stock of the Royal Lutesring-Company, in the Transfer-Book of the said Company, and according to the Custom of transferring Shares in the said Company: *And whereas* the said *B.* by Obligation under his Hand and Seal, &c. [So recite the Bond] as by the said recited Transfer and Obliga-

tion, Relation, &c. Now these Presents witness, that it is declared and agreed between the said Parties for themselves, their Executors and Administrators, that the said twelve Shares in the said Company so transferred as aforesaid, is to remain as a collateral Security for more sure Payment of the said — £. and Interest to grow due according to the Condition of the said recited Obligation: And therefore the said A. for him, his Executors and Assigns, doth covenant and agree to and with the said B. his Executors and Assigns, that if he, his Executors, Administrators or Assigns shall truly pay, or cause to be paid unto the said A. his Executors, Administrators or Assigns, the said — £. and Interest, according to the Condition of the said Obligation, without any Deduction or Abatement whatsoever, that then and upon such full Payment thereof, he the said A. his Executors, Administrators or Assigns, shall and will at the Charge of the said B. his Executors, Administrators or Assigns, transfer back unto him or them the said twelve Shares in the said Company, free of all Incumbrances by him or them done or committed, and deliver up the said Bond to be cancelled: *Provided*, and it is further agreed and declared between the said Parties; and the said B. for himself, his Executors and Administrators, doth covenant and agree, to and with the said A. his Executors and Assigns, as followeth; *viz.* That he the said B. his Executors or Assigns will truly pay and satisfy all such Money as shall be called in or ordered to be paid on Account of the said 12 Shares in the said Company, until Payment of the Money to grow due as aforesaid: And further, that if he the said B. his Executors, Administrators or Assigns shall not pay the said — £. and Interest, according to the Condition of the said Obligation, that then and at any Time afterwards, it shall and may be lawful for the said A. his Executors or Assigns, to sell and dispose of the said 12 Shares in the said Company, for the most Advantage, and receive and keep the Monies arising by Sale thereof, for or towards Payment of the said — £. with what Interest and Charges shall be then due for the same, and such other Money as he or they shall have paid on Account of the said 12 Shares, returning the Overplus (if any be) unto the said B. his Executors or Assigns; which Overplus (if any be) the said A. agrees to pay accordingly: And lastly it is agreed, that all Gains, Dividends, Interest and Advantage, which shall arise or grow due, by Reason of the said 12 Shares in the said Company, from the Date hereof, shall be and remain to the only Use of the said B. his Executors and Assigns, until Default shall be made in Payment of the said — £. and Interest, as aforesaid. In, &c.

Defeasance on depositing Lottery-Tickets for Security. [Short.

THIS Writing indented, made, &c. between A. &c. of the one Part, and B. &c. of the other Part. Whereas the said A. hath, on the Day of the Date hereof, paid and lent unto the said B. the Sum of — £. of lawful, &c. the Receipt whereof the said B. doth hereby acknowledge: And the said B. hath given the said A. a Bill or Note under his Hand dated herewith, for the said Sum of — £. payable to the said A. or Order, on the, &c. now next. And whereas the said B. hath on the Day of the Date hereof delivered unto the said A. eight several Tickets in the Classis Lottery of 1,800,000 £. for the Year 1712. of the several Numbers following, *viz.* One N^o (—) &c. The two first Payments of all which said Tickets

L 11 2

are

are paid by the said *B.* the Receipt of which said Tickets the said *A.* doth hereby acknowledge. *Now these Presents witness*, that it is declared by and between the said Parties to these Presents, that the said eight Tickets in the said Lottery are so delivered by the said *B.* unto the said *A.* for better securing the Payment of the said Sum of — *l.* unto the said *A.* his Executors, Administrators and Assigns, on the said — Day of — now next, according to the Purport of the said recited Bill: *And therefore* the said *A.* for himself, his Executors and Administrators, doth hereby covenant and agree, to and with the said *B.* his Executors and Assigns, that if the said Sum of — *l.* shall be truly paid to him the said *A.* his Executors or Assigns, on the said — Day, &c. without any Deduction or Abatement for Taxes, or otherwise, according to the Purport of the said recited Bill, that then and thereupon he the said *A.* his Executors and Assigns, shall and will redeliver unto the said *B.* his Executors or Assigns the said eight Tickets herein before-mentioned, free of all Incumbrances by him or them to be done or committed: *Provided* nevertheless, and it is agreed between the said Parties, and the said *B.* for himself, his Executors and Assigns, doth hereby consent, covenant and agree, to and with the said *A.* his Executors and Assigns, that if he the said *B.* his Executors or Assigns shall make any Default in Payment of the said Sum of — *l.* or any Part thereof, on the said — Day, &c. contrary to the Purport of the said recited Bill and true Meaning of these Presents, that then and at any Time afterwards, he the said *A.* his Executors and Assigns, shall and may sell and dispose of the said eight Tickets, or any of them; and receive and take the Monies arising by such Sale, for or towards Payment of the said Sum of — *l.* and all Charges in respect thereof, discharged of all Right and Benefit of Redemption, of or by him the said *B.* or any other Person or Persons in or to the same, he and they accounting for, and paying the Overplus of the Money arising by such Sale (if any be) to the said *B.* his Executors or Assigns; which Overplus the said *A.* agrees to pay accordingly; And that he the said *B.* his Executors and Administrators will in such Case do any further Act for confirming such Sale, and releasing his and their Right therein, as shall be reasonably required. *In Witness, &c.*

Defeasance to a Bill of Sale granted for Security of a Bond of Bottomry.

Recital
of the
Bond.

THIS Writing indented, made, &c. between *A.* &c. of the one Part, and *B.* of, &c. Mariner, Master of the good Ship or Vessel, called the *E.* Burthen about — Tuns, now in the River, &c. of the other Part, *Whereas* the said *B.* by Obligation under his Hand and Seal, bearing Date with these Presents, stands bound unto the said *A.* in the Sum or Penalty of — *l.* of lawful, &c. with Condition under-written; (amongst other Things) That if the said *B.* his Heirs, Executors or Administrators should pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of 10 — *l.* of like Money, within — Days after the first and next Arrival of the said Ship at the Port of *Lo.* from her intended Voyage to the *East-Indies*, or at the End or Expiration of 36 Kalendar Months, from the, &c. to be accounted, together also with the Sum of 3 — *l.* of like Money *per Month*, for all such Time and so many Months as shall be elapsed

elapsed and run out of the said 36 Months, over and above 20 Months, and at the same Rate for any greater or lesser Time than a Month: Or if in the said Voyage, and within the said 36 Months an utter Loss of the said Ship shall happen, as therein is mentioned, then the said recited Obligation to be void (or to that Effect): *And whereas* the said *B.* by Bill of Sale under his Hand and Seal, bearing Date also with these Presents, for the Consideration therein mentioned, hath granted and sold unto the said *A.* three full and equal 16th Parts of and in the said Ship *E.* and of all her Masts, Sails, Cables, Boats, Stock, Freight and other Appurtenances therein mentioned, and now to the said Ship belonging: *To hold* unto the said *A.* his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever, as by the said recited Obligation and Bill of Sale, Relation being thereunto respectively had, may at large appear. *Now these Presents witness*, that it is declared by and between the said Parties to these Presents [That the Sum of 7—*l.* mentioned to be Part of the Consideration of the said recited Bill of Sale, and to be paid the said *B.* by the said *A.* is Part of the Monies mentioned in and payable according to the Condition of the said recited Bill of Sale: And it is further declared, covenanted and agreed, by and between the said Parties for themselves, their Executors and Administrators respectively] That the said recited Bill of Sale of the said three 16th Parts of the said Ship, with the Appurtenances, is so made and granted for, and is to be and shall remain unto the said *A.* his Executors, Administrators and Assigns as a collateral or further Security for the more sure Payment of all and every such Sum and Sums of Money mentioned in, and which shall grow and become due and payable, by, upon and according to the Condition of the said recited Obligation, and all Charges and Damages in respect thereof: *And therefore* it is further mutually declared and agreed by and between the said Parties to these Presents; and the said *A.* doth hereby for himself, his Executors and Administrators covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, that upon full Payment and Satisfaction of all and every such the said Sum and Sums of Money which shall grow and become due and payable, according to the true Meaning of the Condition of the said recited Obligation, and all Charges and Damages in respect thereof, he the said *A.* his Executors, Administrators or Assigns shall and will at the Request, Cost and Charges of the said *B.* his Executors or Assigns, grant, sell and reassign the said recited Bill of Sale, and three 16th Parts of the said Ship, with her Appurtenances, unto the said *B.* his Executors or Administrators, or to such others as he or they shall direct and appoint, free of all Incumbrances by him or them to be done or committed: And the said *B.* doth hereby for himself, his Executors, Administrators and Assigns, covenant, promise and agree to and with the said *A.* his Executors and Administrators, that if Default shall be made in Payment of all or any Part of such the said Sum or Sums of Money mentioned in, and which shall grow due and payable according to the Condition of the said recited Obligation, contrary to the true Meaning thereof, that then and at any Time afterwards, upon Request of the said *A.* his Executors or Administrators, he the said *B.* his Executors and Assigns will make, seal, and execute such further Acts, Deeds and Things for confirming the said Bill of Sale, and releasing all his Right and Equity of Redemption, in and to the said three 16th Parts of the said Ship, with her Appurtenances so sold as afore said, as by the said *A.* his Executors or Assigns, or his or their Counsel shall be reasonably advised and required. *In Witness, &c.*

Remember this, which is to be out on Occasion.

Defeasance on giving a Warrant of Attorney, to confess Judgment for Money due upon Bond. [Short.]

WHEREAS *A.* of, &c. hath on the Date hereof executed a Warrant of Attorney, directed to Mr. *C.* and Mr. *D.* Attornies of the Court of *King's Bench* at *Westminster*, or any other Attorney of the same, to confess Judgment as of *Hillary-Term* last, or any other Term, ensuing the Date hereof, in an Action of Debt, at the Suit of me *B.* of, &c. for the Sum of 6—*l.* Debt, besides Cost of Suit, which I the said *B.* declare is so given for better Security of Payment of the Sum of 3—*l.* with Interest on the, &c. for which the said *A.* hath given me his Bond of the Date hereof: Now I the said *B.* do promise and agree, to and with the said *A.* that I, my Executors or Administrators will not sue or take out any Writ or Writs of Execution upon the said Judgment, at any Time before the said, &c. now next. *Witness* my Hand and Seal, &c.

Another Defeasance, on giving a Warrant of Attorney to confess Judgment for Money due upon Bond.

THIS Writing indented, made, &c. [Or, This Indenture made, &c. which you will] between *B.* of, &c. of the one Part, and *C.* of the other Part. Whereas the said *C.* by Obligation under his Hand and Seal, bearing Date with these Presents, became and stands bound unto the said *B.* in the Sum or Penalty of —*l.* of lawful, &c. conditioned to be void on Payment of the Sum of —*l.* with lawful Interest for the same, after the Rate of 6 per Cent. per Ann. of lawful, &c. in Manner, and on the several Days as therein is particularly mentioned: And whereas the said *C.* hath by Writing or Warrant of Attorney under his Hand and Seal, bearing also Date with these Presents, authorized Mr. *D.* and Mr. *E.* Attornies of his Majesty's Court of *King's Bench*, at *Westminster*, or either of them, or any other Attorney of the said Court, to appear for him the said *C.* in the said Court of *K. Bench* as of *Trinity-Term* now last past, or any other Term next ensuing; and then and there to receive a Declaration for him in an Action of —*l.* and thereupon to confess the same Action, or else to suffer a Judgment to pass against him in the same Action, to be thereupon entred up against him of Record for the said Debt, with Costs of Suit, as by the said recited Obligation, and Condition, and Warrant of Attorney, Relation, &c. Now these Presents witness, [Or, Now this Indenture witnesseth] that it is hereby declared and agreed, by and between the said *C.* and *B.* That the said recited Obligation and Warrant of Attorney and Judgment thereupon to be entred up, is so made and given for one Debt: And therefore the said *B.* doth hereby for himself, his Executors and Administrators, covenant and agree, to and with the said *C.* his Executors and Administrators, as followeth (that is to say) That unless Default shall happen to be made in Payment of the said Sum of —*l.* or any Part thereof, contrary to the Limitation of the Condition of the said recited Obligation, he the said *B.* his Executors or Administrators will not sue or take out any Writ or Writs of Execution, by or upon the said Warrant of Attorney so given, for entring up Judgment as aforesaid;

aforesaid; and that upon full Payment and Satisfaction of the said Sum of — *l.* and all Interest to grow due for the same, according to the Condition of the said recited Obligation, he the said *B.* his Executors and Administrators, shall and will at the Request and Charges of the said *C.* cause Satisfaction to be acknowledged upon Record of and for the said Judgment. *In Witness, &c.*

Another, by way of Indenture, all the same as above, (till as far as followeth viz.) then these Words:

A Covenant with B. as followeth; viz.] That if the said *B.* his Heirs, Executors or Administrators shall pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said Sum of — *l.* mentioned in the Condition of the said recited Obligation, at any Time within or before the — Day of the — next ensuing the Date of these Presents, that in the mean Time, and until the said — Day of — now next, he the said *A.* his Executors or Administrators will not sue or take out any Writ or Writs, &c. [*As above, till*] And that upon full Payment and Satisfaction of the said Sum of — *l.* according to the Condition of the said recited Obligation, or on or before the said — Day of — now next, he the said *A.* &c. [*The same as above.*]

Defeasance to several Judgments given by an Executor for Debts due from the Deceased upon Bond, with Covenants from Creditors, that he will not sue for them until the Executor and one Person more is fully paid their Debts, and afterwards if there wants Assets to pay them, he shall not sue the Executor.

THIS Writing indented, made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part. *Whereas* the said *B.* Executor aforesaid, hath given three several Writings or Warrants of Attorney dated herewith, two of them to confess Judgment in his Majesty's Court of King's Bench at Westminster, as of Michaelmas-Term now next, or any other ensuing Term, unto the said *A.* for the several Sums hereafter mentioned; viz. One for the Sum of 2 — *l.* Debt due upon an Obligation under the Hand and Seal of the said *C.* deceased, dated the, &c. whereby the said *C.* became bound to the said *A.* conditioned for Payment of 1 — *l.* on the — Day of — then next; one other for the Sum of 2 — *l.* Debt, due upon another Obligation, under the Hand and Seal of the said *C.* deceased, dated the — Day of —, whereby the said *C.* became bound to the said *A.* conditioned for Payment of 1 — *l.* on the, &c. And the

the other of the said Warrants to confess Judgment to the said *A.* in the said Court in the Term aforesaid, for the Sum of 2—*l.* Debt, due upon one other Obligation under the Hand and Seal of the said *C.* dated, &c. whereby the said *C.* became bound to the said *A.* conditioned for Payment of —*l.* with Interest at 6 *l. per Cent.* on the, &c. as by the said three several Writings may appear. *Now these Presents witness*, that it is hereby declared and agreed, by and between the said Parties; and the said *A.* for himself, his Executors and Administrators, doth consent, covenant and agree to and with the said *B.* his Executors and Administrators, that notwithstanding the said several Writings or Warrants of Attorney so given by the said *B.* to confess Judgments *to them severally, as aforesaid*, upon the said three several Bonds, as therein is mentioned, if after Satisfaction of two several Debts, the one of —*l.* due and owing to the said *B.* and the other of —*l.* due and owing to *D.* for which the said *C.* in his Lifetime confessed two several Judgments, and which are in the first Place to be paid and satisfied, there shall not then remain or have been or received, nor come to the Hands of the said *B.* as Executor aforesaid, sufficient Assets of the Estate of the said *C.* deceased, fully to satisfy the said several principal Sums of Money, and Interest due upon the said several before-mentioned Bonds, in such Case only the said *B.* his Executors or Administrators shall not be any Ways sued, chargeable or answerable to pay or satisfy what shall be so wanting of the full principal Sums and Interest, as aforesaid, by, with or out of his or their own proper and distinct Estate; but the said *A.* in such Case is to bear the Loss of what shall be so wanting; and that he the said *A.* his Executors or Administrators will not take any Advantage, by or upon the said several recited Warrants or Judgments thereupon to be obtained, or any of them. *In Witness, &c.*

Defeasance upon giving a Warrant of Attorney for Performance of Covenants in an Indenture. [The Judgment already entred up.]

THIS Writing indented, made, &c. between *A.* of, &c. of the one Part, and *B.* &c. of the other Part. *Whereas* the said *B.* hath on the Date hereof signed a Warrant of Attorney for entring up Judgment against him in his Majesty's Court of *King's Bench* at *Westminster*, at the Suit of the said *A.* as of *Trinity-Term* last past, or any other Term ensuing for the Sum of —*l.* Debt, with Costs of Suit; which said Judgment is entred up accordingly, as by the Records thereof may appear. *Now these Presents witness*, that it is hereby declared, by and between the said *A.* and *B.* for themselves, their Executors and Administrators, that the said Judgment so obtained as aforesaid, is for the Security of the said *A.* for his the said *B.*'s duly paying, performing and keeping the Covenants, Payments and Agreements mentioned and contained in certain Indentures, bearing even Date with these Presents, made or mentioned to be made between the said *B.* of the one Part, and the said *A.* of the other Part; which on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns are and ought to be observed, paid, performed and kept: *And therefore* the said *A.* for

A. for himself, his Executors and Administrators doth hereby covenant, promise and agree to and with the said *B.* his Executors, Administrators and Assigns, that if he the said *B.* his Executors, Administrators and Assigns shall and do accordingly well and truly observe, perform, pay and keep all the Covenants, Payments and Agreements in the said Indenture contained, on his and their Parts to be paid, performed and kept, as aforesaid, he the said *A.* his Executors or Administrators will not sue or take out any Writ or Writs of Execution upon the said Judgment obtained as aforesaid : And then also, and thereupon he the said *A.* his Executors and Administrators shall and will at the Request and Charges of the said *B.* his Executors and Administrators, cause Satisfaction to be acknowledged of and for the said Judgment so obtained as aforesaid. *In Witness, &c.*

See more in the Second Volume.

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Awards.

Awards.

To pay Money, and sign Releases.

Recital
of the
Bond.

TO all to whom this present Writing of Award indented shall come, I *A.* of, &c. send Greeting. *Whereas* Differences have arisen, and are depending between *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part, for the Composing and final Ending whereof, they the said *B.* and *C.* by two several Obligations under their Hands and Seals, bearing Date the — Day of — now last past, became and stand bound to each other, in the Penalty of — *l.* a-piece, conditioned respectively to stand to and perform the Award and Determination of me the said *A.* Arbitrator, indifferently *eleeted and* named between the said Parties, to award, *order, judge* and determine of and concerning all Manner of Actions, and Causes of Action, Suits, *Bonds*, Bills, Specialties, Judgments, Executions, Controversies, Damages and Demands between them, so as my Award should be made in Writing, *and ready to be delivered to the said Parties in Difference*, on or before the, &c. then next, as by the said recited Obligation and Conditions, Relation, &c. *Now know ye*, that I the said *A.* having taken upon me the Burthen of the said Award, and fully heard and examined the said Parties in Difference, and their several Proofs and Allegations, and duly considered thereof, do within the Time to me in that Behalf limited, make and declare this my Award between them, as followeth, *viz.* First, I award and order, that the said *C.* his Heirs, Executors or Administrators, do and shall on or before the, &c. at the Dwelling-house of *R. B.* situate in *Lombard-street, London*, well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. which Money being paid as aforesaid, I award shall be in full Satisfaction and Discharge of all Actions and Suits, and Causes thereof, Bills, *Bonds*, Specialties, Debts, *Dues*, *Sum* and Sums of Money, Accounts, *Reckonings*, Judgments, Executions, *Extents*, Damages, *Claims* and Demands whatsoever between the said Parties to the said — Day of — now last past: And that the said *B.* shall accept thereof accordingly, being paid as aforesaid. And lastly, I award that the said Sum of — *l.* being paid as aforesaid, they the said Parties, their Executors and Administrators, shall on the said — Day of — now instant, and at the Place aforesaid, execute and deliver unto each other respectively a sufficient Release and Discharge of and from all Actions and Suits, and Causes thereof, Bills, *Bonds*, Specialties, Debts, Sums of Money, Accounts, *Reckonings*, Judgments, Extents, Executions, Damages, Claims and Demands whatsoever in Law and Equity, between the said Parties, from the Beginning of the World, to the said — Day of — now last past. *The Date of the Bonds. In Witness, &c.*

Short Recital of the Bond.

WHEREAS *A.* of, &c. and *B.* of, &c. by two Bonds or Obligations under their Hands and Seals, dated the, &c. each of them in the Penalty of — *l.* became and stand bound to each other, to stand to and perform the Award and Determination, which we the said *C.* and *D.* shall make and give up, under their Hands and Seals, on or before the, &c. concerning all or any Matters in Difference between the said Parties, as thereby may at large appear. *Now, &c.*

Concerning a Note delivered in Payment, but never paid.

TO all, &c. We *A.* of, &c. *B.* &c. and *C.* &c. send Greeting. *Whereas* Difference and Suits have arisen, and are depending between *D.* of, &c. and *E.* &c. concerning a Bill or Note, dated *London, August* the — 1714. under the Hand of *R.* for 44 *l.* payable to the said *E.* or order on Demand, on which the said *D.* received 14 *l.* and there is remaining due 30 *l.* which Bill was by him delivered to, and taken in Payment by the said *D.* for the said 44 *l.* but the said 30 *l.* is still owing and unpaid; for the Composing of which said Differences and Suits, the said Parties in Difference by two several Obligations under their Hands and Seals, &c. [*As above*] till (on or before the, &c. then next): And it is thereby agreed, that the said Submission shall be made a Rule of Court, according to a late Act of Parliament on that Behalf made and provided, as thereby may appear. *Now know ye,* That we the said *A.* and *B.* and *C.* having taken, &c. as followeth, (*that is to say*) first, we award and order that the said *E.* shall on or before the, &c. pay or cause to be paid unto the said *D.* the Sum of 10 *l.* of lawful, &c. And upon such his Payment thereof, the said *E.* his Executors and Administrators, are to be, and shall be discharged from all further Payments, Accounts and Demands in Law and Equity, concerning the said Sum of 30 *l.* remaining due upon the said Note as aforesaid; and that the said *D.* shall accept thereof accordingly, being paid as aforesaid; and that the said Note, and what Monies shall be recovered and received thereupon, shall remain, and be for the only Use and Account of the said *D.* who we award shall stand to, and bear all Losses thereby, if the Money remaining due thereon, by or through the Insufficiency of the said *R.* cannot or shall not be received; and we further award, that each of the said Parties in Difference shall bear his own Charges at Law, relating to the said Difference and Suits between them: And lastly we award, that upon Payment of the said 10 *l.* as aforesaid, they the said *D.* and *E.* shall and do at the same Time and Place, execute and deliver unto, and to the Use of each other, his Executors and Administrators respectively, a sufficient Release and Discharge from all Actions, Suits and Causes thereof, Bills, Bonds, Specialties, Judgments, Executions, Controversies, Accounts, Damages and Demands to the said — Day of — now instant. *In Witness, &c.*

Order to deliver up Bills of Exchange upon Payment.

TO all, &c. We *A.* and *B.* &c. send Greeting. *Whereas C.* and *D.* &c. and *E.* of, &c. by two Bonds or Obligations under their Hands, &c. [*The Recital of this Bond is on the other Side*] Now know ye, That we the said *A.* and *B.* having fully heard the said Parties, and considered the Matters to us referred, do within the Time to us in that Behalf limited, make and declare our Award between the said Parties, as followeth, *viz.* First we award that the said *C.* and *D.* their Executors, Administrators or Assigns, or some of them, shall or do, on or before the, &c. well and truly pay, or cause to be paid unto the said *E.* her Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. which said Sum being paid as aforesaid, we award is to be and shall be in full Satisfaction and Discharge, as well of and for two Bills of Exchange drawn from the *West-Indies*, unto the said *C.* and *D.* one of them by *F.* for — *l.* and the other of them by *G.* for — *l.* which said Bills are in the Hands and Custody of the said *E.* and are yet unpaid; as also in full of all other Accounts, Sums of Money, Differences and Demands whatsoever, between the said Parties, to the said Day of — and we award that said *E.* do and shall accept thereof accordingly: And lastly we award, that the said — *l.* being paid as aforesaid, the said *E.* shall and do deliver up the said two Bills of Exchange to the said *C.* and *D.* and that the said Parties in Difference shall execute to each other a sufficient Release or Discharge, as well of and from the said two Bills of Exchange, and Sums of Money, in them or either of them mentioned, as of all Actions, Suits, Bills, Bonds, Accounts, Sums of Money, Debts, Dues, Differences, Judgments, Executions and Demands whatsoever, between the said Parties, from the Beginning of the World to the said — Day of —
In Witness, &c.

Order to pay Money, being the Balance of an Account, and to pay back Part of the Money received with an Apprentice, and to deliver up his Indentures to be cancelled, and to sign Releases.

TO all, &c. I *A.* of, &c. send Greeting. *Whereas* Differences and Suits have arisen, and are depending between *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part, for the Composing and final Ending whereof, they the said *B.* and *C.* by two several Obligations under their Hands and Seals, bearing Date, &c. became and stand bound to each other, in the Sum or Penalty of — *l.* a-piece, conditioned respectively to stand to and perform the Award, Order, Arbitrament, and Determination of *D.* and *E.* &c. Arbitrators, indifferently named and chosen, as well on the Part of the said *B.* as of the said *C.* and *C. G.* her Son, to arbitrate, award, judge and determine of and concerning all, and all Manner of Actions, and Causes of Action, Suits, &c. [*As usual*] so as their said Award should be made in Writing, ready to be delivered to the said Parties, on or before the, &c. But if the said Arbitrators should not make such their Award of and concerning the Premises by the Time aforesaid, then to stand to and perform the Award, Umpirage and Determination of me the said *A.* so as my said Award

ward or Umpirage should be made in Writing, ready to be delivered to the said Parties in Difference, on or before the — Day of the said Month of — And the said Parties did thereby agree, that their said Submission should be made a Rule of her Majesty's Court of *Queen's Bench* at *Westminster*, pursuant to a late Act of Parliament, entitled, *An Act for determining Differences by Arbitration*, as by the said recited Obligation and Condition, Relation, &c. *Now know ye*, that I the said *A.* having taken upon me the Burthen of the said Award, and fully, &c. [*As usual*] First, I award and order that the said *B.* his Executors, Administrators or Assigns, do and shall, on or before the, &c. at the Dwelling-house of *R. B.* &c. well and truly pay, or cause to be paid unto the said *C.* her Executors, Administrators or Assigns, the Sum of — *l.* of lawful, &c. due to the said *C.* from the said *B.* the Balance of the Accounts between them; and shall likewise further pay unto the said *C.* the Sum of — *l.* of like Money, which I award shall be in full of all Monies, to be returned of the Sum of — *l.* paid the said *B.* in Consideration of his taking the said *C. G.* Son of the said *C.* to be his Apprentice, and who is now discharged therefrom, and of all Charges of Suit, in and about the same: And I award that the said Parties shall then also deliver up to each other, and cancel the said *C. G.*'s Indentures of Apprenticeship; which said several Sums of Money being so paid as aforesaid, I award shall be in full Satisfaction and Discharge; and that the said Parties do and shall at the same Time and Place aforesaid, seal, execute, and deliver unto each other, his and her Executors and Administrators respectively, a sufficient Release and Discharge, of, for and from all Actions, Suits and Causes thereof, Bills, Specialties, Debts, Sums of Money, Accounts, Judgments, Executions, Damages and Demands at Law and Equity, between the said Parties, as well concerning any the Accounts between them, as for and concerning the said *C. G.* and his Service aforesaid, or relating thereunto, and for and concerning any other Accounts, Cause or Thing between the said Parties, to the said — Day of — last past. *In Witness, &c.*

Ordering a Master of a Ship to make Oath before a Magistrate of the Delivery of the Goods beyond Sea, and what sold for; and to procure a Testimony thereof from the Person delivered to; and upon so doing, ordering Money to be paid him, and a Bond which he gave for the Sale of the said Goods, to be delivered up, &c.

TO all, &c. We *A.* and *B.* of, &c. send Greeting. *Whereas* Differences have arisen, and are depending between *C.* and *D.* of, &c. of the one Part, and *E.* of, &c. Mariner, of the other Part; which said Differences the said Parties have referred to the Award and Determination of us the said *A.* and *B.* so as we should make our Award concerning the same, on or before the, &c. *Now know ye*, that we the said *A.* and *B.* having taken, &c. [*As usual*] First, we award and order that the said *E.* shall within ten Days make Oath before some Justice of the Peace, or other Magistrate of the City of *London*, that the two Bales of Merchandize shipped

shipped on board the Ship called the *R.* the said *E.* Master in her late Voyage to *Barbadoes*, on Account of the said *C.* and *D.* and consigned to the said *E.* and mark'd (—) and N°. (—) according to the Invoice of the said Goods, were *bona fide* to the best of his the said *E.*'s Knowledge and Belief, sold in *Barbadoes* by Mr. *N.* for — *l.* per Cent. Advance, and no more; and that he the said *E.* for the further Proof thereof, and better Satisfaction therein, shall and do by the first Opportunity procure from *Barbadoes* afore said, an Advice or Testimony thereof from the said *N.* confirming the same: And we further award that the said *E.* his Executors, Administrators or Assigns, do and shall within twenty Days now next truly pay, or cause to be paid unto the said *C.* and *D.* their Executors, Administrators or Assigns, or some or one of them, the Sum of — *l.* of lawful, &c. which we award is to be, and shall be in full Satisfaction to the said *C.* and *D.* as well for a Box of Hats shipped on board the said Ship *R.* by the said *C.* and *D.* and mentioned in the Invoice afore said, which Hats were left by the said *E.* at *Barbadoes* afore said; as also in full of all Monies remaining in the Hands of, or any Ways due and owing to the said *C.* and *D.* on Account of the said two Bales of Merchandize sold as afore said: And further we award, that the said Box of Hats, and all Effects and Produce shall remain, and be for the proper Account only of the said *E.* and that the said *C.* and *D.* shall do any further Act, to make and confirm his Title and Interest, in and to the same: And lastly we award, that the said *C.* and *D.* shall at the Time of Payment of the said — *l.* as afore said, deliver up to the said *E.* a Bond or Obligation under his Hand and Seal, whereby he stands obliged for and concerning the Sale and Disposal of the said Goods, or for or concerning the same, to be cancelled; and that they shall then likewise discharge him the said *E.* from the said two Bales of Goods, and Box of Hats, and all Actions, Suits, Accounts and Demands concerning the same. *In Witness, &c.*

See the
foregoing.

N. B. There are two Awards (where there is an Umpire chosen and referred to); [*This Recital after the Recital of the Bond*] And whereas the said Arbitrators did not make any Award concerning the Premises within the Time for that Purpose limited as afore said; (but by Writing under their Hands, dated the — Day of — now last past, did agree that I the said *A.* should be the Umpire concerning the Premises). [*These last Words to be put in when the Umpire is not named in the Bond, not otherwise.*]

Ordering Money to be paid for Painting Work done.

TO all, &c. We *A.* and *B.* &c. send Greeting. Whereas Differences have arisen, and are depending between *C.* &c. of the one Part, and *D.* &c. of the other Part, about Painting Work done by the said *D.* for the said *C.* in and about his Dwelling-house in, &c. for the Composing and final Ending whereof, the said *C.* and *D.* by a certain Writing under their Hands and Seals, dated, &c. did refer the said Differences, both for Prizes and Measure, to the Arbitration, and Award of us the said *A.* and *B.* and did thereby oblige themselves in the penal Sum of — *l.* to stand, &c. Now
I know

know ye, that we the said *A.* and *B.* have taken upon us the Burthen of the said Award, and fully heard and examined the said Parties in Difference, and their several Proofs and Allegations, and measured the said Work, and considered thereof, and of the Value of the same, do within the Time to us in that Behalf limited, make and declare this our Award between the said Parties, as followeth, (*that is to say*) First we award and order that the said *C.* his Executors or Administrators, shall truly pay, or cause to be paid unto the said *D.* his Executors, Administrators or Assigns, the Sum of ——— *l.* on or before the, *&c.* at the Dwelling-house, *&c.* which said Money being paid as aforesaid, we award is to be, and shall be in full Satisfaction and Discharge of and for all Painter's Work done and performed by the said *D.* for the said *C.* in and about his Dwelling-house as aforesaid; and all Actions, Suits and Causes thereof, Debts, Judgments, Executions, Claims and Demands whatsoever in Law and Equity between the said Parties, for or concerning the said Work; and that the said *D.* shall accept thereof accordingly, being paid as aforesaid; and that they the said Parties in Difference, their Executors and Administrators, do at the same Time and Place, execute *and deliver* unto each other, *his Executors and Administrators respectively*, a Release and Discharge accordingly. *In Witness, &c.*

See more in the Second Volume.

Letters

Letters of Licence.

Letter of Licence from one Person only; and Covenant not to sue the Debtor, under Forfeiture of his Debt.

TO all, &c. I *A.* of, &c. send Greeting. *Whereas B. &c.* is and stands indebted to me the said *A.* which by Reason of Losses and Misfortunes, he is not able to pay. *Now therefore know ye,* That I the said *A.* taking the Premises into Consideration, have given and granted, and by, &c. do give and grant unto the said *B.* full, free and safe Licence and Liberty to come and go, pass and repass from Place to Place, where and as his Business and Occasions shall serve and require, from the Day of the Date of these Presents, for the Term of Ninety-nine Years, and fully to be compleat and ended, without being sued, molested, charged or troubled in his Person, or otherwise, for or concerning any Debt, Day, Sum or Sums of Money, or other Matter or Thing, whereby or wherewith he is or stands bound to me, or shall or may be charged, or chargeable in any wise: And I the said *A.* do hereby for me, my Executors and Administrators, covenant, promise and grant, to and with the said *B.* his Executors and Administrators; that I the said *A.* my Executors and Administrators, nor any other Person or Persons, by, with or through our, or any of our Order, Direction, Privy or Consent, shall or will at any Time hereafter, during the said Term of — Years, sue, arrest, attach, seize, extend, molest, implead or trouble the said *B.* his Heirs, Executors or Administrators, or his or their Bodies, Goods or Estate, for or concerning any Debt, Duty, Sum or Sums of Money, which he now owes, or is indebted to me by himself, solely or jointly, with or for any other Person or Persons by Bond, Bill, Covenant, or otherwise howsoever, or for any other Matter, Cause or Thing whatsoever, wherewith he or they now is, or shall or may be charged or chargeable: And that these Presents shall or may be pleaded and allowed in any Court or Courts of Law or Equity, in Discharge to all or any Actions, Suits, or other Proceedings, Judgments and Executions, which shall or may be brought, commenced, sued, prosecuted, awarded or recovered against the said *B.* his Heirs, Executors or Administrators, or his or their Goods or Estate, by me the said *A.* my Heirs, Executors or Administrators, or any other Person or Persons, by or through mine, their or any of their Means, Act, Privy, Order, Consent or Procurement, contrary to the true Intent and Meaning of these Presents. *In Witness, &c.*

Note; This will serve to be made for several Creditors, changing the Name A. and putting in the Creditors at first, and then afterwards only say the Word [Creditors] instead of A. as in the Composition postea.

For a Number of Years certain; and Covenant not to sue on Penalty of Forfeiture of their Debts, and Proviso to be void, if all do not seal, &c.

TO all, &c. *A. B. C. D.* &c. Creditors of *F.* send Greeting. *Whereas* the said *F.* is and standeth indebted to his said Creditors several Sums of Money, which by Reason of Losses, and other Misfortunes, he is not able at present to satisfy, and therefore hath desired their Licence of — Years, to have free Liberty to go and come about his Affairs and Business, about getting in his Debts, Goods and Effects, and settling his Accounts, and other his Affairs, in order to the Giving them the best Satisfaction he is able, for the Debts to them severally due and owing. *Now know ye,* that they the said Creditors, considering the Circumstances of the said *F.* and for the Purpose aforesaid, have and each of them hath given and granted, and by these Presents do, and each of them doth give and grant unto the said *F.* their and each of their general, special, full, free and safe Licence and Liberty, to come, go, pass and repass from Place to Place, where and as his Business and Occasions shall require, within the Kingdom of *England*, from the Day of the Date of these Presents, for the said Space of — Years, to be accounted for the Getting in, Receiving and Recovery of his Debts, Goods and Effects, settling his Accounts, and transacting his Affairs, in order to the Giving the best Satisfaction that he can, for the several Debts due and owing to his Creditors as aforesaid, without any Let, Suit, Molestation, Hindrance or Interruption of or by them the said Creditors, their Executors or Administrators respectively: And each of them the said Creditors for himself, his Executors, Administrators and Partners only, and severally and not jointly, nor one for the other, nor for the other's Act, doth also covenant, promise and agree to and with the said *F.* his Executors and Administrators by these Presents, that they the said Creditors, their Executors, Administrators or Copartners, or any of them respectively, or any others, by, with or through, their or any of their several and respective Means, Order, Direction or Privy, or for their or any of their respective Accounts, shall not, nor will at any Time hereafter, during the said Space of — Years, sue, arrest, attach, seize, sequester, implead, prosecute, extend, molest or trouble the said *F.* his Executors or Administrators, or his or their Goods or Estate, for or concerning their, either or any of their particular Debts, to them severally due and owing as aforesaid, under the Penalty, Forfeiture and Loss of the several and respective Debts, which at the Time of the Sealing and Delivery hereof, are due and owing unto each of them, as shall within and before the Expiration of the said two Years, sue, arrest, attach, &c. [*As before*] the said *F.* his Executors, Administrators, Goods or Estate, for the Debts to them respectively owing, or any Part thereof as aforesaid, by Virtue of these Presents, which in such Case shall be, and be pleaded and allowed in all or any Court or other Places, for and as a full Release and Discharge against such of them respectively, of, for and from his and their said Debts, which shall so sue, arrest, attach, seize, sequester, implead, prosecute, extend, molest or trouble the said *F.* his Executors, Administrators, Goods or Estate, contrary to the true Meaning of these Presents: *Provided* nevertheless; and it is hereby declared, that unless all of them the said Creditors of the said *F.* whose Names are herein before mentioned, or some others in their Behalf for that Purpose authorized, do and shall seal these

N n n

Pre-

Presents, on or before the — these Presents, and the Licence and Liberty hereby given, and every Thing herein contained shall be utterly void, and of none Effect, any Thing aforesaid to the contrary notwithstanding. *In Witnes, &c.*

Note, [*The Creditors Names are often not inserted; only*] We whose Hands and Seals, Creditors, &c. [*And then the Proviso to be void, if all of them don't seal*] may be left out, and sometimes from the Words, which in such Case, &c. to the End, are left out when a Commission of Bankrupt is mentioned to be sued out.

For a certain Time, in Consideration of Debtor's Agreeing to pay his principal Debts by three Payments within that Time.

TO all, &c. We whose Hands and Seals, Creditors, &c. *Whereas, &c.* [*Recital as in the last, only instead of — Years to the — next; and then*] And hath also proposed and agreed to pay, as our full principal Debts to us respectively due and owing, in Manner following, (*that is to say*) one full third Part thereof on the — one other third Part, &c. *Now know ye therefore, &c.* [*As the last, and the Licence to be till the Day of Payment of the last third Covenant several*] That they will (while and until the said last Payment) unless in the mean Time the said — shall make Default of, or in any of the said Payments, contrary to the true Meaning hereof, sue, &c. under Forfeiture, &c. as in the last: *Provided* nevertheless, that if all of them the said Creditors shall not sign, seal and execute these Presents, on or before the — or if the said — shall make Default in either or any of the Payments aforesaid, or any Part thereof, contrary to the Form of the said — and true Meaning of these Presents, then and in either of the said Cases, these Presents shall be void. *In, &c.*

For a certain Time, and Agreement to stay for their Debts, to be then paid with Interest.

TO all, &c. We A. B. C. &c. Creditors of A. send Greeting. *Whereas, &c.* [*Reciting that he is indebted, and not able at present to pay*] And therefore hath requested them severally to give him Time for Payment thereof, for the Space of two Years; and that in the mean Time he may freely travel up and down, where and as his Business and Occasions shall require, without any Let or Interruption whatsoever, by us or any of them, or by our, or any of our Means. *Now therefore know ye,* that we the said Creditors, at the Request of the said A. do hereby severally and respectively declare, that we are contented, and agreed to forbear and tarry for the several Debts, or Sums of Money, now due and owing unto us respectively, for the said Space of two Years, from the Date hereof, and

to receive the same with Interest, at the Rate of — per Cent. per Ann. on the — which will be in the Year — [*Covenant from them severally*] that if the said *A.* his Executors, Administrators, or Assigns, shall well and truly pay, or cause to be paid unto each and every of us his said Creditors, our said several principal Debts, or Sums of Money now due and owing unto us respectively, with Interest for the same, from the Date hereof, at — per Cent. on the said — without Fraud or further Delay, that then, &c. to sign Release; and that in the mean Time, and until Default shall be made in Payment of our said several Debts, with Interest as aforesaid, he the said *A.* his Executors and Administrators, shall and may have his and their free Liberty to come, go, pass and repass, &c. [*As in the first*] under Forfeiture of their Debts; these Presents to be a Release. Proviso to be void, if all don't seal. *In Witness, &c.*

Compositions.

Composition to take 5 s. in the Pound; and Covenant not to sue, under Forfeiture of his Debt.

TO all, &c. We the several Persons who have hereunto set our Hands and Seals, Creditors of *B.* of, &c. send Greeting. *Whereas* the said *B.* is indebted to us his Creditors several Sums of Money, which by Reason of Losses, and other Misfortunes, he is not able fully to satisfy, but is willing to give us the best Satisfaction he can. *Now know ye*, that we the said Creditors, taking the Premises into Consideration, are contented, and do hereby severally agree, that each of us will accept of him the said *B.* after the Rate of 5 s. of lawful, &c. for every 20 s. principal Money, which he now is, and standeth truly indebted unto every one of us, in full Satisfaction of our said principal Debts, to be paid as here-under is mentioned: *And therefore* we the said several Creditors, do hereby each of us for himself, and herself, his and her Executors, Administrators and Partners, only and severally, and not jointly, nor one for the other, nor for the other's Act, but for our several Debts, covenant and agree to and with the said *B.* his Executors and Administrators, as followeth, (*that is to say*) that if the said *B.* shall and do within six Weeks next, after the Date of these Presents, pay or cause to be paid unto each of us 5 s. of lawful, &c. in the — for every 20 s. principal Debt, which he now standeth indebted unto every one of us; that then and in such Case, each and every of us the said Creditors, who have signed and sealed these Presents, will accept thereof in full Satisfaction of our said several Debts to us respectively now due and owing: And that each of us shall and will thereupon, and at the same Time seal and execute unto, or to the Use of the said *B.* a Release and Discharge sufficient in the Law, of and from all Actions, and Causes of Actions, Suits, Bills, Bonds, Specialties, Debts, Dues, Duties, Sum and Sums of Money, Accounts, Reckonings, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, from the Beginning of the World, to the Day of the Date of these Presents, &c. [*The rest as common, as in the following one*] That if any sues, to lose the Debt.

To sign
Releases.

To take 10s. in the Pound, and to give Bond with Surety, within two Months after Signing, for Payment of the said 10s. in the Pound.

TO all, &c. We A. B. C. &c. [And so name all the Creditors] Creditors of L. of, &c. send Greeting. Whereas the said L. is indebted to us his Creditors several Sums of Money, which by Reason of Losses, and other Misfortunes, he is not able fully to satisfy, but is willing to give us the best Satisfaction he can. Now know ye, that we the said Creditors taking the Premises into Consideration, are contented and agreed, and do hereby each of us for himself, his Executors, Administrators and Partners, only and severally, and not jointly, nor one for the other, nor for the other's Act, and for our several Debts, covenant and agree to and with the said L. his Executors and Administrators, as followeth, *viz.* That we the said Creditors shall and will accept of him the said L. after the Rate of 10s. of lawful, &c. for every 20s. principal Debt, which he now is, and standeth duly and truly indebted unto every one of us, in full Satisfaction of our said principal Debts, to be paid as hereunder is mentioned: And we do further covenant and agree to and with the said L. his Executors and Administrators, that if the said L. shall and do within two Months next after the Date of these Presents, deliver unto us the said Creditors respectively, our Executors or Administrators, or for our respective Uses, at our several Habitations, or usual Places of Abode, one or more Obligation or Obligations, wherein and whereby the said L. his Executors or Administrators, together with one sufficient Surety, to the good Liking of us the said Creditors respectively, shall be and stand bound in a sufficient Penalty or Penalties, to be conditioned for Payments of the said 10s. in the Pound, or for every 20s. of the Debts to us respectively due and owing as aforesaid, as followeth, *viz.* one full third Part thereof, at the End of, &c. or otherwise, if the said L. his Executors or Administrators, do and shall within the Time aforesaid, give to each of us the said Creditors other Security to our several Contents and good Likings, for the due Payment of the said 10s. in the Pound, or for every 20s. of our said respective Debts, in Manner as aforesaid, and the same shall be so duly paid; That then each and every of us the said Creditors, shall and will accept thereof, for and in full Payment and Satisfaction of our said several Debts, to us respectively now due and owing: And will thereupon seal and execute unto, or to the Use of the said L. a Release and Discharge sufficient in the Law, of and from all Actions, and Causes of Action, Suits, Bills, Bonds, Specialties, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, from the Beginning of the World, to the Day of the Date hereof: And that in the mean Time, we the said Creditors, our Executors, Administrators or Partners, nor any by, with or through our or their Means, Consent or Privity, shall not, nor will not cause, procure or suffer the said L. his Executors, Administrators, Goods or Estate, to be any Ways sued, arrested, attached, seised, imprisoned or molested, for any Debt or Debts, at the Sealing hereof, owing to such of us the said Creditors respectively, upon Pain of Forfeiture, and Loss of the principal Debt and Debts, now owing to such of us the said Creditors, which contrary to the true Meaning of these Presents, shall so cause, procure or suffer the said L. his Executors, Administrators, Goods or Estate, or any of them, to be sued, arrested, attached, seised, imprisoned or molested

Covenant that the Debtor shall within two Months after Date give Bond with sufficient Surety to their Liking, for Payment of the said 10s. in the lib.

And upon so doing to sign Releases.

Not to sue in the mean Time under Forfeiture of their Debts.

lested as aforesaid, by Virtue of these Presents, which in such Case and against such of us the said Creditors shall be and become, and shall be and be pleaded for and as a sufficient Release and Discharge of, for and from such of our said principal Debts now due and owing as aforesaid: *Provided* nevertheless, that if all of us the said Creditors shall not sign, seal and execute these Presents by or before the, &c. next; or if the said *L.* shall not, within the said two Months now next, give Bond with Surety for Payment of the said 10 s. in the Pound for every of our said principal Debts, as aforesaid, according to the true Intent and Meaning of these Presents; in either of the said Cases, these Presents shall be void. *In Witness, &c.*

Provided, that if all the Creditors don't sign within a certain Time, or that if he don't give Bond as aforesaid, this to be void.

For 10 s. in the Pound to be paid at three Payments, and the Debtor to give Bond with Surety, or other Security for Payment, &c. Covenant not to sue, &c. in the mean Time; Proviso to be void, if all don't seal, and on Default of Payment, &c. And that on Payment a Commission of Bankrupt shall be superseded.

TO all, &c. We *A. B. C. D. E.* &c. Creditors of *F.* send Greeting. Whereas the said *F.* is indebted unto his said Creditors respectively, several Sums of Money, which by Reason of Losses and other Misfortunes he is not able fully to pay, we his said Creditors taking the Premises into Consideration, have agreed, and do hereby severally agree to accept and take after the Rate of 10 s. in the Pound, or for every 20 s. which the said *F.* now is and standeth indebted unto each and every of us his said Creditors, in full Satisfaction of our said several and respective Debts, to be secured and paid to us respectively, in Manner as hereafter is mentioned: *And therefore know ye*, that each of us the said Creditors for himself, his Executors, Administrators and Partners severally and respectively, but not jointly, nor one for the other, and for our several Debts, doth covenant, promise and agree to and with the said *F.* his Executors and Administrators, as followeth, (*that is to say*) That if the said *F.* his Executors or Administrators shall and do on or before the ——— deliver unto each of us his said Creditors respectively, our Executors or Administrators, or for our respective Uses, in the Absence of us or any of us, at our several Habitations or usual Places of Abode, one or more Obligation or Obligations, wherein and whereby the said *F.* his Executors or Administrators, together with one sufficient Surety, to the good Liking of us the said Creditors respectively, shall be and stand bound in a sufficient Penalty or Penalties, with Condition for Payment of the said 10 s. in the Pound, or for every 20 s. of the Debts to us respectively due and owing by the said *F.* as aforesaid, in Manner following, (*that is to say*) 3 s. 4 d. in the Pound, being one full third Part thereof, on the ———, 3 s. 4 d. in the Pound, being one other third Part thereof, on the ———, and 3 s. 4 d. in the Pound more, being the remaining third Part of the said 10 s. in the Pound, on the ———; or otherwise, if the said *F.* his Executors or Administrators do and shall, on or before the said ——— give to each or any of us his said Creditors other Security, to the good Liking and Content of such

of us as shall require the same, for the due Payment of the said 10 s. in the Pound, of the respective Debts, due and owing to us by and from the said *F.* in Manner as aforesaid, and the same shall be so duly paid; that then each of us the said Creditors shall and will accept thereof for and in full Payment and Satisfaction, of and for our said several full Debts to us respectively due and owing at Sealing hereof, by and from the said *F.* as aforesaid; And that each of us respectively shall and will then and thereupon also seal, execute and deliver unto or to the Use of the said *F.* his Heirs, Executors and Administrators, a sufficient Release and Discharge of and from all Actions, Suits and Causes thereof, Bills, Bonds, Specialties, Debts, Dues, Sums of Money, Covenants, Contracts, Agreements, Promises, Accounts, Reckonings, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, from the Beginning of the World to (the said last Payment): And to the Intent the said *F.* may freely go about his Affairs and Business, in Order to the getting in and raising of Money for the several Payments aforesaid, we the said Creditors do further severally covenant, promise and agree for ourselves, our Executors, Administrators and Partners only, and not jointly, nor one for the other, that if the said *F.* his Executors or Administrators shall give to each of us the said Security for Payment of the said 10 s. in the Pound, or for every 20 s. of our said Debts by him owing as aforesaid, and shall duly pay the same at such Times and in such Manner as aforesaid, that in the mean Time we the said Creditors, our Executors, Administrators or Partners respectively, nor any by our or their Means, Consent or Privity, shall not, nor will cause, procure or suffer the said *F.* his Executors or Administrators, or his or their Lands, Tenements, Goods or Estate to be any ways sued, arrested, attached, seized, imprisoned or molested for any Debt or Debts at Sealing hereof, owing to us the said Creditors respectively, upon Pain, Forfeiture and Loss by Virtue of these Presents, of the Principal and full Debt and Debts now owing to such of us the said Creditors, which shall cause, procure or suffer the said *F.* his Executors or Administrators, or his or their Lands, Tenements, Goods or Estate, or any of them, to be arrested, &c. as aforesaid, contrary to the true Meaning of these Presents, which in such Case and against such of us, we the said Creditors for our selves, our Executors, Administrators and Partners, do covenant and agree with the said *F.* his Executors and Administrators, shall be and become, and shall be deemed, taken, pleaded and allowed in all or any Court or Courts of Law or Equity, for and as a full and absolute Release and Discharge to the said *F.* his Heirs, Executors and Administrators, of, for and from such our said full Debts now due and owing, as aforesaid, as shall cause, procure or suffer him or them to be arrested, &c. contrary to the true Meaning of these Presents: *Provided* nevertheless, and it is hereby declared, that if all of us the said Creditors above-named, or some Person or Persons by us respectively duly authorized in that Behalf, shall not sign, seal and execute these Presents, on or before the —; or if the said *F.* his Executors or Administrators shall not on or before the — give to each of us the said Creditors such Security for the Payment of the said 10 s. in the Pound, or for every 20 s. of our respective Debts by him owing, at such Times and in Manner as aforesaid, according to the true Meaning of these Presents, that then and in either of the said Cases these Presents and our Agreement and Composition aforesaid, and every Clause, Article and Thing herein contained, shall be void and of none Effect, any Thing in these Presents to the Contrary notwithstanding. *And whereas* a Commission grounded upon the Statute made against Bankrupts, hath been awarded against the said *F.* Now we the said Creditors do each of us for himself, his Executors,

Admini-

Administrators and Partners respectively, but not jointly, nor one for the other, further declare, consent, covenant and agree to and with the said *F.* his Executors and Administrators, that if the said *F.* his Executors or Administrators shall give to each of us such Security for Payment of the said 10 s. in the Pound, or for every 20 s. of our respective Debts, as aforesaid, the said Commission and all Proceedings thereupon shall be superseded; and each of us the said Creditors, our Executors, Administrators and Partners respectively will, at the Request and Charge of the said *F.* his Executors or Administrators, do all such further Acts, Deeds and Things for the effecting thereof, as his or their Counsel shall reasonably advise. *In Witness, &c.*

For 5 s. in the Pound, to be paid in Money by the Debtor in a limited Time.

TO all, &c. *A. B. C. &c.* Creditors of *E.* send Greeting. *Whereas* the said *E.* is indebted to us his Creditors several Sums of Money, which by Reason of Losses and other Misfortunes he is not able fully to satisfy, but is willing to give us the best Satisfaction he can: *Now know ye*, that we the said Creditors, taking the Premises into our Consideration, are contented and agreed, and do hereby each of us for himself, &c. [*As in the last*] That if the said *E.* his Executors, Administrators or Assigns, shall and do within — next after the Day of the Date of these Presents, well and truly pay, or cause to be paid unto each of us respectively, our Executors and Administrators, at our respective dwelling Houses or Places of Abode, after the Rate of 5 s. in the Pound, or for every twenty Shillings principal Debt, which the said *E.* now is and standeth really and truly indebted unto us respectively, each and every of us the said Creditors shall and will accept thereof in full Payment, Satisfaction and Discharge of, for and from our said several Debts to us respectively, at Sealing hereof, due and owing; and that each of us respectively shall and will then and thereupon, &c. [*As in the last*] to Sealing Release; and that in the mean Time we the said Creditors, &c. not to sue, &c. [*As in the last*]; Proviso to be void, if all don't seal, or if he don't pay, &c. *In Witness, &c.*

For 2 s. 6 d. in the Pound, and the Debtor to pay more yearly, if he comes to be worth — other than by his Wife, in Case of Marriage.

TO all, &c. We whose Hands are hereunto set, Creditors of *A.* send Greeting. *Whereas* the said *A.* being late Copartner with *B.* doth owe and is indebted to us upon their Joint Account, several Sums of Money, which by Reason, &c. he is not able fully to pay: *Know ye therefore*, that we the said Creditors of the said *A.* taking the Premises into Consideration, do by these Presents declare, that we are contented and agreed, and do by these Presents consent and agree, each for his own Part, to accept and take of the said *A.* 2 s. 6 d. in the Pound, or for every 20 s. which the said *A.* doth owe and is indebted to each of us severally and respectively: And we are also contented to receive the same on or before the — so as the same be paid

paid to us accordingly, at or in — : And we do likewise agree, that he the said *A.* upon such Payment thereof shall be, by Virtue of these Presents, released and discharged from the other 17 s. 6 d. in the Pound, being the Remainder of the respective Debts due and owing to us: But if he shall make Default of Payment of the said 2 s. 6 d. in the Pound, contrary to the true Meaning of these Presents, that then these Presents shall be utterly void, as if the same had never been made, any Thing aforesaid to the Contrary notwithstanding: *Provided* always nevertheless, that the said *A.* is not intended to be, nor shall be by these Presents discharged from the Remainder of his said Debt, if it shall please God that he the said *A.* by his own Industry, or by Gift or Descent from his Parents, attain to an Estate of the Value of 200 l. or upwards, wherein his own Oath shall be conclusive, taken once in each Year, if thereunto required by the major Part of us his said Creditors: But in Default of such Oath being so required, each of us his said Creditors doth consent and agree he shall pay only 100 l. yearly in the whole, to be paid to each of us proportionably to the Debts now owing to us, within three Months after his Refusal to take such Oath, and so yearly, till our full Debts are paid: *Provided* also, that in Case of Marriage of the said *A.* his Wife's Portion, or any Gift or Estate coming by her Friends, or Occasion, shall not be liable to Payment of our Debts, nor taken for Part of the said 200 l. nor reputed to be included, or within the Compass of his Estate for which he is to make Oath, as aforesaid; but he is to be worth 200 l. clear, besides his Wife's Estate, before he gives any further Satisfaction; And each of us the said Creditors is contented and agreed, and doth by these Presents consent and agree with the said *A.* his Executors and Assigns, that if he shall pay the said 2 s. 6 d. in the Pound, as aforesaid, and that he or any of his Goods or Chattels shall be sued, arrested, attached or troubled by the Means of us, or any of us, other than upon his Refusal to take such Oath as aforesaid, that then he or they so suing, troubling or attaching the said *A.* or any of his Goods or Chattels, shall lose his whole Debt: And the said *A.* shall be by Virtue of these Presents released and discharged therefrom, any Thing in Law or Equity to the Contrary notwithstanding. *In Witness, &c.*

For Time only, the Debtor being to pay the Whole in three or four Months, and to assign the Lease of his House for Security.

TO all, &c. *A. B. C. &c.* Creditors, &c. *Whereas* the said *E.* is indebted to us his said Creditors several Sums of Money, which, as he alleges, he is not able at present to satisfy, and therefore hath desired their Licence of 12 Months, to have free Liberty to go about his Affairs and Business, in Order to the full Payment of the several Debts to us respectively due and owing; which he hath requested them to accept at the Times and Manner as hereunder is mentioned; and for better securing the Payment of the said Debt, as aforesaid, the said *D.* hath agreed to sell and assign to the said *A.* and *B.* the Lease of his dwelling House in —, and of all the Fats and other Utensils and Things therein being and belonging to the said Trade of a — in Trust and for the Benefit of all of them the said Creditors, towards Payment of the said Debts. *Now therefore know ye,* that

O o o

each

each of them the said Creditors above-named, in Consideration of the Premises aforefaid, do, &c. covenant feverally, that if the said *D.* shall and do well and truly pay, or cause to be paid unto each of them the said Creditors their feveral full principal Debts, which at the Time of the Sealing and Delivery hereof he owes and standeth indebted unto each of them refpectively, in Manner following (*that is to fay*) One full and equal Quarter or fourth Part thereof, the whole of each of their said Debts into four Parts being divided, within three Kalendar Months, to be accounted from the Date of thefe Presents; one other fourth Part thereof within fix Kalendar Months next enfuing the Date thereof; one other fourth Part thereof within nine Kalendar Months next enfuing the Date thereof; and the remaining fourth Part thereof within 12 Kalendar Months next enfuing the Date thereof; That then and in fuch Cafe each and every of them the said Creditors will accept thereof, as aforefaid; and in the mean Time, and unlefs Default fhall happen to be made by the said *D.* in Payment of any Part of their said feveral Debts in Manner as aforefaid, or that the said *D.* fhall refufe or neglect to execute a Sale or Affignment of the said Leafe of his said dwelling Houfe, Fats and Things therein, contrary to the true Meaning of thefe Presents, they the said Creditors, &c. not to fue during the 12 Months, under the Penalty, Forfeiture and Lofs of the feveral Debts which at the Time of the Sealing and Delivery hereof are due and owing; or fuch Part thereof as fhall then remain due, owing and unpaid, unto fuch of them which fhall within and before the Expiration of the said 12 Months, unlefs by or through fuch Default or Neglect, as aforefaid, fue, &c. [*As ufual*] *Provided* nevertheless, and it is hereby declared to be the true Intent and Meaning of thefe Presents, that in Cafe the said *D.* do not or fhall not on or before the—by Writing under his Hand and Seal, in due Form of Law, fell, assign and fet over unto the said *A.* and *B.* their Executors and Assigns, the Leafe of his dwelling Houfe in —, with all the Fats, Utensils and Things in and about the said Houfe, belonging to, and ufed by the said *D.* in the said Trade of —, as the fame is now fitted for that Purpose; and all his Right, Title, Interest, Term, Claim and Demand, of, in and to the fame, in Trust and for the Benefit as well of them the said *A. B.* as of the other Creditors of the said *D.* herein before mentioned, in Proportion to their said refpective Debts, for the further and better Security of Payment thereof; or if, &c. all Creditors don't feal, then, and in either of the said Cafes, thefe Presents, and the Licence and Liberty hereby given, and every Thing herein contained, fhall be utterly void and of none Effect, any Thing aforefaid to the Contrary notwithstanding. *In Witnefs, &c.*

I

Leases.

Leases.

Lease for one Year, and until three Months Warning.

THIS Writing indented made the, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, That the said *A.* doth hereby let unto the said *B.* all that, &c. [*Here insert the Parcels*] late in the Possession of *C.* for the Term of one Year, from the Feast-day of, &c. now next ensuing, and from and after the Expiration of the said one Year, for such longer Time as the said Parties shall agree, and until the Expiration of three Months after Notice given by either of the said Parties, unto the other of them, upon any of the Quarter-Days here-under mentioned, for leaving the said Premises, and to determine these Presents, yielding and paying: And the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree to and with the said *A.* his Heirs and Assigns, to yield and pay, or cause to be paid unto the said *A.* his Heirs or Assigns, for and during the said one Year, and after the Expiration thereof for such longer Time, as he shall or may hold and enjoy the said Premises, by Virtue of these Presents, and until the Term and Time hereby granted shall be determined, by such Notice as aforesaid, the yearly Rent of — *l.* of lawful, &c. Quarterly on the four usual Feast-days in the Year, *viz.* *Christmas-day, Lady-day, Midsummer-day, and Michaelmas-day*, by equal Portions: And that upon Default of Payment thereof, or any Part thereof as aforesaid, it shall and may be lawful for the said *A.* his Heirs and Assigns, to re-enter into the said Premises, and the same to have again, and the said *B.* and all others thereout to expel and amove, any Thing aforesaid to the contrary notwithstanding: And the said *B.* doth hereby covenant and agree for himself, his Executors, Administrators and Assigns, to and with the said *A.* his Heirs and Assigns, that he the said *B.* will, during the Continuance of the Term and Time in the said Premises, hereby granted at his own Charge, repair and keep the said Premises, with the Appurtenances, in tenantable Repair: And upon Determination of the Term and Time before granted, shall and will leave the said Premises Window tight, and Water tight, and in such tenantable Repair as aforesaid, with the several Things mentioned in the Schedule subscribed by the said Parties, and to be annexed to these Presents in like Repair, reasonable Use in the mean Time excepted, and all other Things which shall be fix'd to the said Premises, and not removable. *In Witness, &c.* [*These Covenants following may be added if thought fit*] And also that the said *A.* his Heirs and Assigns, with — may at all Times quietly enter into the Premises, to view the same, and the Condition thereof; and of all Defaults and Wants of Repairs found, to leave Notice thereof in Writing, or otherwise for amending thereof; which Wants of Repairs the said *B.* covenants with the said *A.* to make good within three Months after such Notice

Covenant
to view.

And to
thereof repair.

thereof left: And the said *A.* doth hereby covenant with the said *B.* his Executors and Assigns, that under the Rent and Covenant aforesaid, he and they shall and may enjoy the said Premises, during the Term and Time hereby letten, without any Let or Interruption by him the said *A.* his Heirs or Assigns, or any lawfully claiming under him. *In Witness, &c.* [And in another of this Sort, there is a Covenant at last, as in pag. 469.]

Lease to one Person in Trust for another; the Lessor in Consideration of a Sum of Money paid him, lets a Piece of Ground at a Pepper-corn Rent, and covenants to save harmless the Lessee from the Rent, payable for the same; Lessor being but Tenant to the Premises, it being Part of what was let to him.

THIS Indenture made, &c. between *A.* &c. of one Part, and *B.* and *C.* &c. of the other Part, *Witnesseth,* That as well in Consideration of the Sum of 12*l.* of lawful, &c. to the said *A.* in hand paid, before Sealing hereof, by the said *B.* the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *B.* his Executors and Assigns by these Presents, as for and in Consideration of the Rent herein after reserved; he the said *A.* hath demised, granted, and to farm letten, and by, &c. doth demise, &c. unto the said *B.* all that Piece, &c. together with all Water-courses, Commodities and Appurtenances whatsoever, to the said Piece or Parcel of Ground belonging or appertaining; which said Piece of Ground is Part of the Premises, which the said *A.* holds by Lease from *D.* dated, &c. *To have* and to hold the said Piece or Parcel of Ground, and Premises herein before demised unto the said *B.* his Executors, Administrators and Assigns, from the Feast, &c. for and during, and unto the full End and Term of — Years, from thence next ensuing, &c. *Yielding* and paying therefore yearly, and every Year, during the said Term, hereby granted unto the said *A.* his Executors, Administrators and Assigns, the Rent of one Pepper-corn only on the Feast-day of, &c. in every Year, if the same be lawfully demanded: And the said *A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *B.* his Executors, Administrators and Assigns, by these Presents, that he the said *A.* shall and will from the Feast-day of, &c. for all the Residue of the said Term of — Years hereby granted, truly pay the yearly Rent of — *l.* which is reserved, and payable in and by the before-mentioned Lease from the said *D.* to the said *A.* as the same shall grow due and payable, and will at all Times hereafter during the said Term, observe, perform, and keep all and every the Covenants, Articles and Agreements therein contained, on the Lessee's Part of the said Premises to be performed; and thereof, and therefrom, and from all Actions, Suits, Costs, Charges, Payments, Re-entries and Damages, by Reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said *B.* his Executors, Administrators and Assigns, and his and their Goods and Estate, and every of them: And the said *B.* doth hereby declare, that the

Confide-
ration.

Demise.

Habend.

Reddend.
a Pepper-
Corn.

Covenant
to save
harmless
the Les-
see from
the Rent
reserved
for the
Premises.

Cove-
nant, that
it is in
Trust
for another
Person.

aforesaid — *l.* was the proper Money of the said *C.* and the said Premises are so herein letten to him the said *B.* and his Name is used in these Presents in Trust only, and for the Use and Benefit of the said *C.* his Heirs and Assigns. *In Witness, &c.*

Demise for — Years longer, endorsed on a Lease.

Note; *The Lease was let by Trustees, and this further Term by the Heir.*

KNOW all, &c. endorsed, That the within-named *A.* of, &c. having attained the full Age of Twenty-one Years and upwards, in Consideration of the within-mentioned Sum of — *l.* paid by the within-named *B.* to the within-named *C.* and *D.* as within is mentioned, and of the yearly Rent, and Covenants in the within-written Indenture of Lease, reserved and contained by and on the Part of the said *B.* his Executors, Administrators and Assigns, to be paid, kept and performed, doth by these Presents demise, set, and to farm let unto the said *B.* the Messuage or Tenement, and all other the Premises, with the Appurtenances in and by the within-written Indenture of Lease, mentioned and intended to be demised: *To have* and to hold the said Messuage and Premises unto the said *B.* his Executors, Administrators and Assigns, from the Feast-day of, &c. which will be in the Year of our Lord 17 — at which Time the Term within granted will determine and expire, for and during, and unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended, at the yearly Rent of — *l.* to be paid Quarterly, as within is mentioned, and under the Covenants, Proviso's and Agreements within mentioned and contained, by and on the Part of the said *B.* his Executors, Administrators and Assigns, to be paid and performed during the said Term; which said yearly Rent of — *l.* and the Covenants, Articles and Agreements in the within-written Lease contained, by and on the Part of the said *B.* his Executors, Administrators and Assigns, to be paid and performed, he the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *A.* his Heirs and Assigns, to pay, perform and keep, during the said Term of — Years, by these Presents, granted in such Manner, as the same are within mentioned, to be paid and performed. *In Witness, &c.*

And lastly it is agreed by and between the said Parties, that the said *A.* is to pay and allow the Taxes only for the Rent of — *l.* before received and made payable, and no other Taxes in respect of the Premises.

Covenant
to pay
Taxes on-
ly for the
Rent.

A Grant

A Grant and Liberty to make a Funnel, (in Consideration of a Sum of Money paid the Lessor) to enjoy it for certain Years, at a Pepper-corn Rent; and the Lessee covenants to make good the Damage occasioned by the said Funnel.

The Lessee covenants to make good the Wall that is broken down to make the said Funnel.

THIS Writing indented, &c. between A. &c. of the one Part, and B. &c. of the other Part, *Witnessth*, That for and in Consideration of the Sum of — l. of lawful, &c. to him the said A. in hand paid, at or before, &c. by the said B. the Receipt whereof he, &c. and thereof doth acquit, &c. he the said A. doth hereby grant and let unto the said B. the Liberty to make and have the Use of a Funnel to the Front-Room on the first Floor of a Messuage or Tenement belonging to the said B. situate in, &c. now in the Occupation of L. through the Party-wall, between the said House, and a Messuage or Tenement belonging to the said A. adjoining to it on the West: *To have*, hold and enjoy the Use of the said Funnel unto the said B. his Executors, Administrators and Assigns, from the Feast-day of, &c. for and during, and unto the full End and Term of Ninety-one Years, from thence next ensuing, and fully, &c. without any Let, Denial or Interruption by the said A. his Heirs or Assigns, or any Claiming under them; *Yielding* and paying therefore; and the said B. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said A. his Heirs and Assigns, to yield and pay, during the said Term hereby letten unto the said A. his Heirs and Assigns, the yearly Rent of one Pepper-corn, on the Feast-day of, &c. in every Year, if the same be lawfully demanded: And the said B. for himself, his Executors, Administrators and Assigns, doth (*covenant with the said A.*) that at the End of the said Term hereby granted, he the said B. at his, their, or some of their own Charge, shall and will brick up the said Funnel so made, or to be made and used, and make good the said Party-walls as aforesaid. *In Witness, &c.*

Surrender of a Lease.

TO all, &c. A. of, &c. Widow, Administratrix of the Goods and Chattels of B. A. late, &c. deceased, sends Greeting. *Whereas* C. of, &c. (since deceased) and D. C. his Wife, Administratrix, with the Will annexed of E. late, &c. by their Indentures of Lease, under their Hands and Seals, bearing Date, &c. for the Considerations therein mentioned, did let unto the said B. A. all those, &c. *To hold* the said Premises from the Feast-day of, &c. last past, before the Date of the said recited Indenture of Lease, for and during, and unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended, at the Rent of a Pepper-corn for the first Year, and at and under the yearly Rent of — l. for the Remainder of the said Term, payable half-yearly, as therein is mentioned, as by the said recited Indentures of Lease, Relation, &c. *And whereas* the said B. A. did, since the Making the said recited Lease, begin to build several Messuages, or other Erections, upon Part of the said Ground

Ground by the said Lease demised, but never finished the said Buildings, and the same are now become ruinous, and are now demolished, and of no Value: *And whereas* there is due and owing for Arrears of the said Rent of — *l. per Ann.* by the said Lease reserved, the Sum of — *l.* *Now know ye,* That in Consideration of 5 *s.* to the said *A.* in hand paid, at or before Sealing hereof by the aforesaid *D. C.* Widow, the Relict and Administratrix of the said *E.* whereof the said *A.* doth acknowledge the Receipt; she the said *A.* hath surrendered and deliver'd up, and by, &c. doth surrender and deliver up unto the said *D. C.* her Executors, Administrators and Assigns, the said recited Indenture of Lease, and the said several Pieces or Parcels of Ground, and all Erections and Buildings thereupon erected, built and standing; and all other the Premises therein and thereby demised, with the Appurtenances; and all her Right, Title, Interest, Term of Years now to come and unexpired, Property, Benefit, Claim and Demand whatsoever in Law and Equity, of, in and to the said recited Lease and Premises thereby granted, with the Appurtenances, by any Ways or Means whatsoever and howsoever: And the said *A.* for herself, her Executors and Administrators, doth hereby covenant, promise and agree to and with the said *D. C.* her Executors, Administrators and Assigns, that she the said *A.* her Executors and Administrators, and all others claiming, or to claim any Estate, Right, Title or Interest, of, in or to the said Lease and Premises, by, from or under her or them, or the said *B. A.* deceased, shall and will at any Time or Times hereafter, at the Request and Charge of the said *D. C.* her Executors or Assigns, make, do and execute all such further Acts, Deeds and Things whatsoever, for the better Surrendering the said recited Lease and Premises as aforesaid, with the Appurtenances unto the said *D. C.* her Executors, Administrators and Assigns, and for releasing all her Right, Title, Claim and Demand, of, in and to the same, as by the said *D. C.* her Executors or Assigns, or her or their Counsel, shall be advised and required. *In Witness, &c.*

See more at the End of this Volume.

Charter=

Charter-parties.

To carry outwards Goods from London to Archangel, and to go and come with Convoy, and there load Hemp, and to return to London, to deliver —

Note ; *It is made from one Merchant or two, putting in what Words are between the Parenthesis's, all thro' the Charter-party.*

THIS Charter-party of Affreightment indented, made, &c. between A. of, &c. Mariner, Master of the good Ship or Vessel called the D. Burthen about — Tuns, now at Anchor, &c. of the one Part, and B. and C. of, &c. of the other Part, *Witneseth*, that the said Master doth hereby grant and to Freight let unto the said Merchants (severally one full half Part of the said Ship's Tunnage) *the said Ship or Vessel; and the said Merchant hath accordingly hired the same* for the Voyage hereunder mentioned ; and *therefore the said Master* doth hereby for himself, his Executors and Administrators covenant and agree to and with the said Merchants, (their) his Executors and Assigns (jointly and severally) that the said Ship shall be made ready, and fitted and provided in all respects fitting for such a Ship and Voyage ; and shall receive and take aboard her all such Goods as the said Merchants shall load aboard her outwards (with respect to the several Parts of her Tunnage to them letten) and with the first Opportunity of Convoy after the Date hereof, shall sail directly unto the Castle *Archangel* in *Russia*, and within 40 Days after her Arrival there, or sooner, if the Convoy that goes thither shall not stay there so long, shall unload and deliver all her said outward Loading unto the Factors of the said Merchants (respectively) and there also receive, and load, and take aboard her, all such Hemp or Flax as his (their) Factors (respectively) shall load or tender to be loaden aboard the said Ship (for the full Loading their several half Parts of her Tunnage to them letten) as much as she can stow and carry in her, over and above her Victuals, Tackle and Apparel : And being so loaden and dispatched, she shall depart thence with the first Convoy afterwards for *England*, and return and come directly into the River of *Thames*, as near the City of *London* as she can conveniently ; and within — working Days after her Arrival there, shall make a right Discharge and Delivery of all her said homewards Loading, unto the said Merchants, his (their) Executors or Assigns respectively, and end and finish her said intended Voyage (*Wind and Weather*, the Dangers of the Seas, and the Restraint of Princes and Rulers always excepted) : And (each of them) the said Merchants for himself, his Executors and Administrators (severally and respectively, and not jointly, nor one for the other, nor for the other's Act) doth hereby covenant and agree with the said Master, his Executors and Assigns, that *he* (each of them)

the Merchants, his Executors, Factors or Assigns will unload his outwards Goods, and fully load (his said Half-Part of the said Ship's Tunnage to him letten at *Archangel*) the said Ship at *Arch.* with Hemp and Flax, both or one of them, as much as she can stow and carry in her, above her Victuals, Tackle and Apparel, and receive and discharge the same from aboard her at *London*, within the respective Times therefore limited: And will also truly pay, or cause to be paid unto the said Master, his Executors or Assigns, Freight for every Tun of Hemp and Flax (for each of their Half-Parts or Proportions of the said Ship's Tunnage to them letten, as aforesaid) which shall be loaden aboard the said Ship at *Arch.* and delivered to the said Merchants, his (their) Executors or Assigns (respectively) at *London*, as aforesaid, at and after the Rate of — *l.* Sterling per Tun for every Tun of Hemp and Flax, or either of them, and proportionably for a lesser Quantity than a Tun, accounting 20 *lb.* Weight neat thereof to a Tun; one Half-Part thereof within — Days after a right Discharge and Delivery thereof, as aforesaid, and the other Half-part thereof within — Months next after such Discharge, with — *s.* per Tun for Primage; and will also pay Average, as accustomed, together with two third Parts of all Port-Charges to grow due during the said Voyage; and the other third Part thereof is to be paid by the said Master: And it is agreed that what Goods the said Merchants load outwards, are to be carried Freight-free. (Penalties in double the Value of the Freight). In Witness, &c.

Another, but to come no further than the North Cape with Convoy, and then to run it to Liverpool, and there deliver her Loading.

THIS Charter-party, &c. [The same as above, till] And being so loaden and dispatched, she shall in Company with the first Convoy afterwards for *England* depart thence, and sail directly unto the *North Cape*; and when she shall be arrived there, or on this Side thereof, shall sail and make the best of her Way, without the said Convoy, unto *Liverpool* aforesaid, or as near thereunto as she can conveniently, and shall there make a right Discharge and Delivery of all her said homewards Loading unto the said Merchants, his Executors or Assigns, and end and finish her said intended Voyage (the Dangers, &c.) And the said Merchant, &c. covenants, that he will unload the outwards Goods, and load, &c. [As above]; and with all convenient Expedition, after the said Ship's Arrival at *Liverpool*, will receive and discharge his said homeward Loading from aboard the said Ship, and discharge her out of his Service. [Covenants to pay Freight as above.]

To go from Rotterdam, with Convoy, (which Place he was then bound to) to Windaw in Courland, to load Tar, and deliver at Hull, or to what Port or Place else she shall be ordered from the Sound (with Convoy).

THIS Charter-party, &c. between A. of, &c. Mariner, Master of the good Ship or Vessel called the D. Burthen, &c. now at Anchor in the River of *Thames*, and forthwith bound out on a Voyage to *Rotterdam*,

in the Service of the Owners thereof, of the one Part, and B. &c. of the other Part, *Witnessth*, that the said Master doth hereby grant and to Freight let unto the said Merchant the said Ship or Vessel, for a Voyage to be made with her from *Rotterdam* to *Windaw* in *Courland*, in the *Baltick Sea*, and back to *Hull*, or such other Port or Place as the said Merchant or his Factors shall direct, as hereunder is mentioned; and therefore the said Master, &c. (covenants with the Merchant) That the said Ship before her Departure from *Rotterdam* afore said, shall be made ready and fitted; and shall be strong and substantial, and well and sufficiently victualed, tackled, manned, and provided in all respects fitting for such a Ship and Voyage; and with the first Opportunity of Convoy from *Holland* for the *Sound* of *Denmark*, after the Date hereof, shall set Sail and depart from *Rotterdam*, and sail and apply directly with the said Convoy to the *Sound* afore said; and from thence shall sail directly to *Windaw* afore said; and within — working Days after her Arrival there, shall receive and take aboard her for the said Merchant, all such Tar as his Factors shall load, or tender to be loaden aboard the said Ship for her full Loading, as much as she can stow and carry in her, over and above her Victuals, Tackle and Apparel; and being so loaden and dispatched, she shall set Sail and depart from *Windaw*, and apply directly unto the *Sound* afore said, and with the first Opportunity of Convoy for *England* afterwards, shall sail thence, and return, and come with the said Convoy directly either to *Hull* afore said, or to such other Port or Place in the North Part of *England*, as the said Merchant or his Assigns shall, before the Departure of the said Ship from the *Sound*, order and direct; and with all convenient Expedition, after her Arrival at *Hull*, or other her Port or Place of Discharge, to which she shall be so ordered as afore said, shall make a right Discharge and Delivery of all her said Loading of Tar unto the said Merchant, his Executors or Assigns, and end and finish her said intended Voyage (the Dangers, &c.) And the said Merchant, &c. (covenants) that he the said Merchant, his Executors, Factors or Assigns, shall and will within the said — working Days load, or tender to be loaden aboard the said Ship at *W.* afore said, her full Loading of Tar, as much as she can stow and carry in her, over and above her Victuals, &c. And before the Departure of the said Ship from the *Sound* for *England*, will give Orders to what Port or Place in the North Part of *England* she shall sail, and apply for her Delivery-Port; and with all convenient Expedition, after her Arrival at such a Port or Place to which she shall be so ordered as afore said, shall and will receive and discharge his said Loading of Tar from aboard the said Ship, and discharge her out of his Service: And also shall and will truly pay, or cause to be paid unto the said Master, his Executors or Assigns, Freight for the said Ship's whole Voyage, as afore said, at and after the Rate of — *l.* of lawful, &c. *per* Last for every Last of Tar, which the said Ship shall import and deliver to the said Merchant, his Executors or Assigns, as afore said; and proportionably for a lesser Quantity than a Last, accounting 12 Barrels to the Last, of Barrels bound with Gentleman's Bands; and 13 Barrels to the Last of Barrels bound with Boors Bands, within — Days after a right Discharge and Delivery of the said Ship, as afore said, with Primage, &c. [*As common*]: And it is declared and agreed between the said Parties, that the said Master, his Executors and Assigns shall not be chargeable or answerable with or for any Leakage of the said Tar, other than such Leakage as shall happen by the said Master or Ship's Company's Staving or Breaking any of the said Barrels, or his or their Neglect or Default in stowing the same aboard the said Ship: To the Performance and Payment of which said Covenants, Payments and Agreements

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herein contained on the Part of the said Parties respectively, to be performed, and paid each of the said Parties; *viz.* the said Master bindeth himself, his Executors and Administrators, and the said Ship with her Freight, Tackle and Apparel unto the said Merchant, his Executors and Assigns: And the said Merchant bindeth himself, his Executors and Administrators, and his Goods unto the said Master, his Executors and Assigns, in the respective Sums or Penalties of — *l.* of lawful, &c. firmly by these Presents: In Witness, &c.

To take in Tobacco at London, and to go from thence to Stockholm to deliver, or to Gottenburg, if the Person at Stockholm (for whose proper Account it is ship'd) shall think fit to send her there to deliver and end her Voyage: The Freight to be paid there in Copper Dollars.

THIS Charter-party, &c. [As common to one Merchant till] and with all convenient Expedition, after the Date hereof, shall receive and take aboard her for the said Merchants, for the proper Account of Mr. L. M. Burgher and Inhabitant in *Stockholm*, in the Kingdom of *Sweden*, all such Tobacco in Hogsheads, as the said Merchant shall think fit to load; or tender to be loaden aboard the said Ship, not exceeding — Hogsheads in the Whole: And being so loaden, shall with the first good Wind and Weather afterwards set sail and depart from *Gravesend*, and apply directly unto *Stockholm*, in the Kingdom of *Sweden* aforesaid, and from thence shall sail to *Gottenburg*, if so ordered by the said L. M. at *Stockholm*; and at which of the said Places shall be ordered for her Delivery-port by the said L. M. shall unload, and make a right Discharge and Delivery of all her said outwards Loading of Tobacco unto the said L. M. or as he shall order, (the Dangers of the Seas, &c.) And the said Merchant, &c. covenants, that he the said Merchant, or the said L. M. his Executors or Assigns, or some of them shall and will pay, or cause to be paid unto the said Master, his Executors or Assigns, — Copper Dollars, in full for the Freight or Hire of the said Ship, for the said Voyage, within — Days after a right Discharge and Delivery of the said Tobacco, at either of the said Places as aforesaid: And the Master for himself, his Executors and Assigns, &c. doth, &c. (covenant) that he the said Master, or any of the said Ship's Company, shall not, nor will receive, load or take on Board, or suffer to be loaden on board the said Ship, during the said Voyage, any Tobacco upon Freight, or for Merchandize, for his or their own Account, or for Account of any other Person or Persons, but what shall be loaden by the said Merchant as aforesaid; but it is agreed the said Master may take in Bale-Goods, so as not to prejudice the Loading of the said Tobacco, nor to hinder, delay or Stop the said Ship in proceeding on her said intended Voyage: A Penalty from the Master in — In Witness, &c.

Covenant, that the Master shall not take any Tobacco on Board for any Body else, nor he or his Men on their own Account;

but may take in Bale-Goods, so it does not prejudice the Sale of the Tobacco.

in the Service of the Owners thereof, of the one Part, and B. &c. of the other Part, *Witnessth*, that the said Master doth hereby grant and to Freight let unto the said Merchant the said Ship or Vessel, for a Voyage to be made with her from *Rotterdam* to *Windaw* in *Courland*, in the *Baltick Sea*, and back to *Hull*, or such other Port or Place as the said Merchant or his Factors shall direct, as hereunder is mentioned; and therefore the said Master, &c. (covenants with the Merchant) That the said Ship before her Departure from *Rotterdam* aforesaid, shall be made ready and fitted; and shall be strong and substantial, and well and sufficiently victualed, tackled, manned, and provided in all respects fitting for such a Ship and Voyage; and with the first Opportunity of Convoy from *Holland* for the *Sound* of *Denmark*, after the Date hereof, shall set Sail and depart from *Rotterdam*, and sail and apply directly with the said Convoy to the *Sound* aforesaid; and from thence shall sail directly to *Windaw* aforesaid; and within — working Days after her Arrival there, shall receive and take aboard her for the said Merchant, all such Tar as his Factors shall load, or tender to be loaden aboard the said Ship for her full Loading, as much as she can stow and carry in her, over and above her Victuals, Tackle and Apparel; and being so loaden and dispatched, she shall set Sail and depart from *Windaw*, and apply directly unto the *Sound* aforesaid, and with the first Opportunity of Convoy for *England* afterwards, shall sail thence, and return, and come with the said Convoy directly either to *Hull* aforesaid, or to such other Port or Place in the North Part of *England*, as the said Merchant or his Assigns shall, before the Departure of the said Ship from the *Sound*, order and direct; and with all convenient Expedition, after her Arrival at *Hull*, or other her Port or Place of Discharge, to which she shall be so ordered as aforesaid, shall make a right Discharge and Delivery of all her said Loading of Tar unto the said Merchant, his Executors or Assigns, and end and finish her said intended Voyage (the Dangers, &c.) And the said Merchant, &c. (covenants) that he the said Merchant, his Executors, Factors or Assigns, shall and will within the said — working Days load, or tender to be loaden aboard the said Ship at *W.* aforesaid, her full Loading of Tar, as much as she can stow and carry in her, over and above her Victuals, &c. And before the Departure of the said Ship from the *Sound* for *England*, will give Orders to what Port or Place in the North Part of *England* she shall sail, and apply for her Delivery-Port; and with all convenient Expedition, after her Arrival at such a Port or Place to which she shall be so ordered as aforesaid, shall and will receive and discharge his said Loading of Tar from aboard the said Ship, and discharge her out of his Service: And also shall and will truly pay, or cause to be paid unto the said Master, his Executors or Assigns, Freight for the said Ship's whole Voyage, as aforesaid, at and after the Rate of — *l.* of lawful, &c. *per* Last for every Last of Tar, which the said Ship shall import and deliver to the said Merchant, his Executors or Assigns, as aforesaid; and proportionably for a lesser Quantity than a Last, accounting 12 Barrels to the Last, of Barrels bound with Gentleman's Bands; and 13 Barrels to the Last of Barrels bound with Boors Bands, within — Days after a right Discharge and Delivery of the said Ship, as aforesaid, with Primage, &c. [As common]: And it is declared and agreed between the said Parties, that the said Master, his Executors and Assigns shall not be chargeable or answerable with or for any Leakage of the said Tar, other than such Leakage as shall happen by the said Master or Ship's Company's Staving or Breaking any of the said Barrels, or his or their Neglect or Default in stowing the same aboard the said Ship: To the Performance and Payment of which said Covenants, Payments and Agreements

The Master not to be accountable for Leakage of the Tar.

herein contained on the Part of the said Parties respectively, to be performed, and paid each of the said Parties; *viz.* the said Master bindeth himself, his Executors and Administrators, and the said Ship with her Freight, Tackle and Apparel unto the said Merchant, his Executors and Assigns: And the said Merchant bindeth himself, his Executors and Administrators, and his Goods unto the said Master, his Executors and Assigns, in the respective Sums or Penalties of — £. of lawful, &c. firmly by these Presents. *In Witness, &c.*

To take in Tobacco at London, and to go from thence to Stockholm to deliver, or to Gottenburg, if the Person at Stockholm (for whose proper Account it is ship'd) shall think fit to send her there to deliver and end her Voyage: The Freight to be paid there in Copper Dollars.

THIS Charter-party, &c. [As common to one Merchant till] and with all convenient Expedition, after the Date hereof, shall receive and take aboard her for the said Merchants, for the proper Account of Mr. L. M. Burgher and Inhabitant in *Stockholm*, in the Kingdom of *Sweden*, all such Tobacco in Hogsheads, as the said Merchant shall think fit to load; or tender to be loaden aboard the said Ship, not exceeding — Hogsheads in the Whole: And being so loaden, shall with the first good Wind and Weather afterwards set sail and depart from *Gravesend*, and apply directly unto *Stockholm*, in the Kingdom of *Sweden* aforesaid, and from thence shall sail to *Gottenburg*, if so ordered by the said L. M. at *Stockholm*; and at which of the said Places shall be ordered for her Delivery-port by the said L. M. shall unload, and make a right Discharge and Delivery of all her said outwards Loading of Tobacco unto the said L. M. or as he shall order, (the Dangers of the Seas, &c.) And the said Merchant, &c. covenants, that he the said Merchant, or the said L. M. his Executors or Assigns, or some of them shall and will pay, or cause to be paid unto the said Master, his Executors or Assigns, — Copper Dollars, in full for the Freight or Hire of the said Ship, for the said Voyage, within — Days after a right Discharge and Delivery of the said Tobacco, at either of the said Places as aforesaid: And the Master for himself, his Executors and Assigns, &c. doth, &c. (covenant) that he the said Master, or any of the said Ship's Company, shall not, nor will receive, load or take on Board, or suffer to be loaden on board the said Ship, during the said Voyage, any Tobacco upon Freight, or for Merchandize, for his or their own Account, or for Account of any other Person or Persons, but what shall be loaden by the said Merchant as aforesaid; but it is agreed the said Master may take in Bale-Goods, so as not to prejudice the Loading of the said Tobacco, nor to hinder, delay or Stop the said Ship in proceeding on her said intended Voyage: A Penalty from the Master in — *In Witness, &c.*

Covenant, that the Master shall not take any Tobacco on Board for any Body else, nor he or his Men on their own Account;

but may take in Bale-Goods, so it does not prejudice the Sale of the Tobacco.

To go from London to Norway to load Deals, as many as the Ship can stow in her Hold and between Decks, except one Side of the Fore-Hatch-way, for stowing the Sheet Cable, and twenty Foot between Decks for the Master's Privilege, to deliver at London; Freight to be paid Half on Delivery of the Goods, the other Half by Bills of Exchange, to be payable at London, two Months after Sight.

THIS Charter-party, &c. between A. &c. Mariner, Master of the good Ship or Vessel called the D. Burthen about — Tuns, now, &c. of the one Part, and B. &c. of the other Part, *Witnesseth*, That the said Master doth hereby grant, and to Freight let unto the said Merchant the whole Hold, and all between the Decks of the said Ship, except and reserving one Side of the Fore-Hatch-way, for stowing the Sheet Cable, and twenty Foot between Decks for the Master's Privilege, and stowing Provisions: And the said Merchant hath accordingly hired the same for the Voyage hereunder mentioned; and therefore the said Master for himself, his Executors and Assigns, doth hereby, &c. (covenant) that the said Ship shall be made ready and fitted, and provided for her said intended Voyage; and with the first fair Wind and Weather, after the, &c. shall depart out of the River of *Thames*, and sail and apply directly unto *Christiana* in *Norway*, or as near thereunto, as she may safely come, and shall tarry there — Days, and within the said Time, receive and take aboard her for the said Merchant, all such Deals as his Factors or Assigns shall load, or tender to be loaden aboard the said Ship, as many as she can stow and carry in her whole Hold, and between Decks, except the Room for the Sheet Cable, and twenty Foot between Decks, as before is reserved; and being so loaden and dispatched, she shall with the first good Wind and Weather afterwards depart thence and return, and come directly into the River of *Thames*, as near the City of *London*, as she can conveniently, and within — Days after her Arrival there, unload and deliver all her said Loading of Deals, taken in at C. aforesaid, unto the said Merchant, his Executors or Assigns in Safety, (the Dangers, &c. excepted): And the said Merchant for himself, &c. (covenants) that he the said Merchant, his Executors, Factors or Assigns, shall and will not only load and unload the said Ship at C. and *London*, within the several Times therefore limited, but also truly pay or cause to be paid unto the said Master, his Executors or Assigns, in full of all Freight, to be due and payable, for the Hire of the said Ship, for the said Voyage out and home, the Sum of — *l.* of lawful, &c. in Manner following; *viz.* one Half-part thereof within — Days after a right Discharge and Delivery of the said Ship in the River of *Thames*, and the other Half-part thereof by a Bill or Bills of Exchange, to be payable at *London* within two Months after Sight thereof. Penalties. *In Witness, &c.*

Freight
to be paid,
Half on
Delivery
of the
Goods,
the other
Half by
Bills
of Ex-
change, to
be paya-
ble at
London af-
ter Sight.

In some other Charter-parties for Norway, there are these following Ways for Payment of Freight, by Bills of Exchange, viz.

Another.

To be paid for the Hire of the Ship, out and home, the Sum of — £. of lawful, &c. as following, viz. — £. Part thereof by a Bill or Bills of Exchange, to be drawn by the said Master from C. upon him the said Merchant, payable two Months after Sight; which Bill or Bills the said Merchant agrees to accept, and duly to pay accordingly, and — £. Residue thereof, within — Days after a right Discharge and Delivery of the said Ship in the River of *Thames*: (And will also pay for his Privilege between Decks of the said Ship, the Sum of — £. within — after a right Discharge and Delivery of the said Ship as aforesaid.)

Another Way. The Bills of Exchange to be drawn on the Factors at Norway, and to be paid to the Master there.

One Half-part thereof immediately after a right Discharge and Delivery of the said Ship in the River of *Thames*, and the other Half-part thereof by Bills of Exchange, which the said Merchants will respectively draw and charge on their Factors at *Norway*, payable to the said Master, or his Order there, within two Months after their respective Bills, to be drawn as aforesaid.

Charter-party for — Lasts of Tar from Copenhagen, (the Ship being bound there) and to deliver at London.

THIS Charter-party, &c. between A. &c. Master of, &c. of the one Part, and B. of, &c. of the other Part: *Whereas* the said Ship is bound out on a Voyage to *Copenhagen*, and to return back to *London*; *Now these* Presents witness, that the said Master doth hereby grant, and to Freight let unto the said Merchant, Tunnage in the said Ship's homeward Voyage for — Lasts of Tar, to be loaden as here-under is mentioned; and doth hereby covenant and agree for himself, his Executors and Administrators, to and with the said Merchant, his Executors and Assigns, that the said Ship shall be made ready, and fitted and provided in all Respects, &c. and with the first Opportunity of Convoy, &c. [The same as that for Archangel] to sail to *Copenhagen* to load Tar, &c. and deliver at *London*. [And so the same in the Merchant's Covenant, as in aforesaid Charter].

Charter-party for Tunnage from Leghorn to a Port in Candia, there to load Oils, (and deliver at Lon. Freight to be paid at Lon.) and from thence to Smyrna; there to join the Turkey Convoy for England, unless the Master shall have Information of the Convoy's being gone from Smyrna; in such Case the Master nevertheless is to use his Endeavour to join the said Convoy, and sail in Company therewith to London, or otherwise to run it without Convoy.

THIS Charter-party, &c. between *A.* &c. Owner of the good Ship called the *T.* Burthen about — Tuns, with — Guns mounted and manned with — Men, and whereof *L.* is Commander, now bound with a Loading of Goods and Merchandizes to *Leghorn*, there to deliver the same, and be clear, of the one Part, and *B.* of, &c. of the other Part, *Witnesseth*, That for the Consideration hereunder mentioned, the said Owner doth hereby for himself, his Executors, Administrators and Assigns, covenant, grant and agree to and with the said Freighter *B.* his Executors, Administrators, Factors and Assigns, as followeth, *viz.* that the said Ship being arrived at *Leg.* and having delivered her Loading of Goods and Merchandizes carried thither, she shall depart thence, and make the best of her Way directly unto *Cauca*, and there or at *Rittimo* in *Candia*, which of them the said Merchant shall order, receive and take into her — Tuns of Oil in sizeable Casks, at the Commander's Election, and lie there for so doing — Days from her Arrival, if Need be; which being expired, or the sooner fully dispatched, she shall depart thence, and sail, and make the best of her Way to *Smyrna*, to join the *Turkey Convoy*, unless the said Master shall have Information of the said Convoys being departed from *Smyrna*; and in such Case the Master is nevertheless to use his Endeavour to join the Convoy, and sail in Company therewith to the Port of *London*; or otherwise, if he cannot join the said Convoy, then to make the best of his Way for *London*, and there within — Days after her Arrival, make a right Discharge of the said Oils, according to Consignment, and end her said intended Voyage. [*The Dangers, &c. excepted*] In Consideration whereof the said Freighter doth hereby for himself, his Executors, Administrators, Factors and Assigns, covenant, grant and agree to and with the said Owner, his Executors, Administrators and Assigns, not only to fully the said — Tuns of Oil in sizeable Casks, at the Commander's Election, at *C.* in *Candia*, within the — Days above limited for her Stay there, and to receive out all the same at *London*, within the — Days abovesaid, for her Discharge there; but also truly to pay, or cause to be paid unto the said Owner, his Executors, Administrators or Assigns, Freight for the said Tunnage for the said Voyage, at and after the Rate of — *l.* Sterling *per* Tun, amounting to Two hundred and fifty-two Gallons to a Tun, according to the Gauge of the Cask, empty for full, to be due and paid at *London*, one Half thereof upon Delivery, &c. together with two full and equal third Parts of all Pilotage and Port-charges for the said Tunnage, during the said Voyage, and Primage and Average as accustomed, and — Guineas to the said Master for a Cloak, and — *l.* Sterling *per* Day Demorage, for every — Day the said Ship shall lie at Demorage at *C.* to take in any of the Oils aforesaid, after the — Days above limited; for which Purpose she may be so detained — Days, but not longer, and to be paid with the Freight at *London*. In Witness, &c.

See more in the Second Volume.

Wills.

The Preamble of several Wills.

For one that is going to Sea.

1 **I**N the Name of God. Amen. I *A.* of, &c. Mariner, being in good Health of Body, and of sound and disposing Mind and Memory, and now bound out on a Voyage to *Sea*, do make and declare this my last Will and Testament, in Manner following; (*that is to say*)

Another, shorter.

2 **I**N the, &c. I *A.* &c. being forthwith to depart on a Voyage to *India*, do make this my last Will, as followeth.

A longer Preamble of a Will for one that is in Health.

3 **I**N the, &c. I *A.* &c. being of good Health of Body, and of sound and disposing Mind and Memory, (praised be God) do make and declare this my last Will and Testament: And first I commend my Soul to Almighty God my Creator, believing that thro' his Mercy and the Merits of my Saviour Jesus Christ I shall enjoy eternal Life: My Body I commit to the Earth to be decently buried, as my Executrix shall think fit; and as for such worldly Estate as it hath pleased God to bestow on me after Payment of my just Debts, I give and dispose thereof as followeth, (*that is to say*)

Another.

4 **I**N the, &c. I *A.* &c. being of sound and disposing Mind and Memory, do make and declare this my last Will and Testament in Manner following (*that is to say*) First, I commend my Soul to Almighty God my Creator, hoping through his Mercy and the Merits of my Saviour Jesus Christ, I shall enjoy eternal Life: My Body I commit to the Earth, to be decently buried, at the Discretion of my Executrix hereafter named: And as for that worldly Estate which it hath pleased God to bless me withall, I give and dispose thereof as followeth. *Imprimis, &c.*

This may serve for one that is sick.

Another

Another shorter, for one that is sick.

5 **I**N the, &c. I *A.* of, &c. being indisposed in Body, but of sound and disposing Mind and Memory, do make and declare this my last Will and Testament, and do give and dispose of that Estate which it hath pleased God to bless me withal, after Payment of my just Debts and funeral Charges, as followeth, (*that is to say*)

For a Woman that is impowered by her Husband before Marriage to make a Will.

IN the, &c. I *A.* Wife of *B. A.* of, &c. being weak in Body, but of disposing Mind and Memory, Thanks be to God for the same, do (by Virtue of a Power, to me in that Behalf reserved and given, before my Intermarriage with my *present* Husband *B. A.* for giving and disposing of several Goods, Chattels and other Estate, as is mentioned in certain Indentures, bearing Date, &c.) make and declare this my last Will, and do hereby give and dispose thereof as followeth; (*that is to say*)

A Seaman's Will, wherein he bequeaths every Thing to his Wife. [The Preamble above.]

1 **F**IRST, I will and order, that my just Debts shall be fully paid and satisfied; and after Payment thereof I give, devise and bequeath all and singular my Lands, Tenements, Hereditaments, Goods, Chattels, ready Money, Mortgages and the Money due thereon, and all other my Estate whatsoever and wheresoever, both real and personal, unto my loving Wife *B.* her Heirs, Executors, Administrators and Assigns: And I make and appoint my said Wife *B.* sole Executrix of this my last Will; and do hereby revoke all former and other Wills by me at any Time heretofore made; and do make and declare this only to be my last Will and Testament. *In Witness, &c.*

Declares that he has a Cargo on board his Ship of a Person's, which he orders first to be satisfied, and afterwards gives all that he shall die possessed of, between his Wife and Children equally.

2 **F**IRST I declare, that my Father *Mr. D.* has intrusted me with a Cargo upwards of 300 *l.* Sterling, which with all the Effects is for his own proper Account, as I have by Writing declared in that Behalf; and therefore, after my said Father is fully paid and satisfied all his Demands concerning the said Cargo and Effects thereof, I give the Residue of what Estate I shall leave, unto and amongst my Wife and Children equally: And

I make my said Father Mr. *D.* Executor of this my Will; and do hereby revoke all other Wills by me at any Time made, and declare this only to be my last Will and Testament. *In Witness, &c.*

Another, wherein he gives some particular Legacies, and gives all the Residue to his Wife.

FIRST I will and order that all such Debts, &c. And after Payment thereof I give and bequeath unto *B.* the Sum of — *l.* of lawful, &c. to be paid her at her Age of 21 Years, or Day of Marriage, which shall first happen. *Item, &c.* And all the Rest and Residue of my Goods, Chattels, Debts, ready Money, Effects and other my Estate whatsoever and wheresoever, both real and personal, I give and bequeath unto my loving Wife *D.* her Executors, Administrators and Assigns: And I do make, constitute and appoint my said Wife *D.* full and sole Executrix of this my Will; and revoking, &c.

Ordering Money that was borrowed upon Bottomry to be paid first, and the Premium; and after Payment thereof, and one that was bound with him indemnified, gives the Residue of his Estate to his Wife.

WHEREAS I have this Day borrowed of Mr. *D.* the Sum of — *l.* on Bottomry, on the Ship now bound for *East-India*, whereof I am chief Mate, and my Father in Law *E.* at my Request is become bound with me for Payment thereof, with the Interest or Premium of — *l. per Cent.* by Obligation bearing even Date herewith: Now I do hereby will and order, that out of my Adventure on board the said Ship, and all Effects and Proceed thereof, and all other my Estate whatsoever, the said Debt with the Interest or Premium shall be in the first Place fully paid, and my said Father in Law indemnified therefrom; and after full Payment and Discharge thereof, and all other my just Debts, I give unto my said Father in Law — *s.* for a Ring; and all the Rest and Residue of my Estate whatsoever and wheresoever, both real and personal, I give and bequeath unto my loving Wife *L.* her Heirs, Executors and Assigns: And I do hereby make, &c.

Another, after giving some particular Legacies, gives the Residue of his Estate to his Wife.

AND all the Rest and Residue of my Goods, Chattels, the Lease or Leases of my dwelling House in, &c. with the Ground thereunto belonging, and Term of Years therein, ready Money, Parts of Ships, Debts, and all other my Estate whatsoever, both real and personal, of what Nature or Kind soever and wheresoever, I give and bequeath unto my dear and loving Wife *E.* her Heirs, Executors, Administrators and Assigns: And I make my said Wife sole Executrix of this my Will: And I revoke, &c.

A Bequest of all a Person's Estate real or personal unto his Wife. [Very full.

AND as touching such *Means and Estate* of what Nature or Kind soever, which it hath pleased Almighty God of his Mercy and Goodness to bestow upon me, and that I shall die possessed of, intitled unto, or *invested in*, or shall belong to me at my Decease, wheresoever or howsoever, in any Manner of wise, (the Debts by me owing, and my funeral Expences being thereout first deducted and paid) I do give, devise and bequeath the same, and every Part and Parcel thereof, *fully, wholly and safely*, unto my loving Wife *E. to be by her and her Heirs, Executors, Administrators and Assigns peaceably and quietly held, occupied and enjoyed for ever, free from the Claim, Pretence or Demand of any other Person or Persons whatsoever, to the same or any Part thereof, which said E. my Wife* I do hereby make, ordain, constitute and appoint the full, whole and sole Executrix of this my present Testament and last Will: And I do hereby revoke, renounce and annihilate all former and other Wills, Legacies and Testaments by me at any Time heretofore made and given; and do publish and declare this Sheet of written Paper to be and contain my last Will and Testament, and none other, nor otherwise. *In Witness, &c.*

Bequest of a Sum of Money to one of his Sons, and all the Residue of his Estate he gives between his Wife and another of his Sons equally, to be paid the Sons at Age of 21, and Interest in the mean Time, and orders his Executors to place their Legacies out at Interest; and in Case of any Loss thereby, they to be indemnified therefrom.

¹ FIRST, I will and order that all my just Debts shall be fully paid and satisfied; and after Payment thereof I give and bequeath unto my eldest Son *S.* the Sum of 500 *l.* of lawful, &c. to be paid him at the Age of 21 Years, and the Interest thereof in the mean Time to be for or towards his Maintenance and Education. *Item*, I give and bequeath unto my loving Wife *B.* to my Mother *C.* and to my Brother *E.* the Sum of — *l.* for Mourning; and all the Rest and Residue of my Goods, Chattels, Debts, ready Money, and all other my Estate real and personal, whatsoever and wheresoever, not herein before given and bequeathed, I give and bequeath unto and between my said Wife and my Son *T.* equally, Share and Share alike; but my said Son *T.* his Part thereof I order shall be paid him at the Age of 21 Years: And do order my Executors hereafter named may place out at Interest the Portion and Legacies of my said Sons, till they shall become payable, as aforesaid; and that if notwithstanding the Care of my Executors, any Loss shall happen of or in any Part thereof, by Failure of any Security, upon which the same shall be so lent, or otherwise, yet my Executors, or either of them, shall not be chargeable to make good any such Loss, but the same shall be born out of my Estate: And I do hereby make and appoint, &c. And do hereby revoke, &c.

Bequest

Bequest of a third Part of a Person's personal Estate to his Wife, another third Part between all his Children, and the other and all his real Estate he gives to his Wife.

² **A**FTER Payment of my just Debts, I give and bequeath unto my loving Wife *B.* one full third Part of my personal Estate; and one other third Part thereof I give unto and amongst my Children *W.* and *M.* and such other Child or Children as I shall have living, or which my said Wife shall be big withal at my Decease, equally to be paid to my Son or Sons, at the Age of 21 Years; and to my Daughter or Daughters at the like Age, or Day of Marriage first happening; and the remaining third Part of my said personal Estate, and all my real Estate whatsoever, I give unto my said Wife *B.* her Heirs, Executors and Assigns: And I make and appoint, &c. and do revoke, &c.

First declares (that a Person) has advanced one of his Children, which is to be in full for his Child's Part (as being a Freeman); then gives the Residue of his Estate to one other of his Children, and after her Decease gives to his Grandson.

³ **F**IRST, I declare I have already fully advanced my Son *W.* and have given him three Messuages or Tenements, and — *l.* in Money and Household Goods, Plate and working Tools, amounting together to the Sum or Value of — *l.* which I declare is much more than his Child's Part of and in my Estate, according to the Custom of the City of *London*: Therefore I give unto my Daughter *M.* (now the Wife of *L. M.*) and her Assigns, all those my two Messuages or Tenements, situate, &c. now in the Tenure or Occupation, &c. and the Rents, Issues and Profits thereof, for and during the Term of her natural Life: And from and after the Decease of my said Daughter *M.* I give and devise the said two Messuages or Tenements unto my Grandson *N. M.* (the Son of my said Daughter *M.* and his Heirs and Assigns for ever): Also I give and bequeath unto my said Daughter, her Heirs, Executors, Administrators and Assigns, all the Rest and Residue of my Goods, Chattels, Debts, Money and other my Estate whatsoever and wheresoever, both real and personal: And I make and appoint, &c. and revoking, &c.

A Freeman divides his Estate into three Parts; one Third he gives his Wife, another Third he gives among his Children equally, and the other Third being his own legatary Part, he gives likewise between his Children, the Sons at 21. and the Daughters at 21. or Marriage, and to the Survivors of them, in Case any of them die before that Time.

4 **I**N, &c. *First*, I give and bequeath unto my loving Wife *A. T.* one full and equal third Part of all and singular my Goods, Chattels, Debts, ready Money, and other my personal Estate whatsoever (the whole into three equal Parts being divided) being due to her according to the Custom of the City of *London*: One other third Part of my said personal Estate I give and bequeath unto and between my Daughters *B. C.* and *D. T.* equally Share and Share alike, being also due to them, according to the said Custom of *London*: And the remaining third Part of my said personal Estate, being my own Legatary Part, I give and bequeath unto and between my said three Daughters *B. C.* and *D. T.* equally Share and Share alike: And I order that my said Daughters Parts and Shares of and in my said Estate shall be paid to each of them respectively, as they shall severally attain their Ages of 21 Years, or Days of Marriage, which shall first happen: And in Case of the Decease of any of my said Daughters before Attainment of their respective Ages or Days of Marriage, as aforesaid, then I give and bequeath the Part and Share of her or them so dying, unto and between the Survivor and Survivors of my said Daughters, equally Share and Share alike, to be paid with, and as their other Parts and Shares of my said Estate shall become payable, as aforesaid: And I do hereby make and appoint my said Wife *A. T.* sole Executrix of this my Will: And I desire *Mr. L.* and *Mr. M.* to be Overseers, and to assist my said Wife in the Execution of this my Will: And I do revoke, &c.

Ordering Money owing upon a Bond and Debts and funeral Expences to be first paid, and Payment thereof, gives 100 l. to his Sister, if after Payment of his Debts and Legacies, there shall be Estate left, sufficient to pay it.

IN, &c. *First*, I will and order, that the Sum of — l. which I owe by Bond to *D.* and all other my just Debts shall be fully paid; and after Payment thereof, and of my funeral Expences, I give and bequeath to my Mother *A. B.* — l. for Mourning, and a Ring of — s. Value. *Item, &c.* *Item*, I give to my Sister *C. B.* — l. for Mourning, and likewise the Sum of 100 l. if after Payment of my just Debts, and the particular Sums or Legacies given by this my Will, the Remainder of my Estate be sufficient to pay it. *Item, &c.* [*The Rest as usual.*]

Bequest of a Sum of Money to a Person when he comes of Age, or to a Guardian in the mean Time.

AND I give to my Grandson K. the Sum of — l. of like Money, to be paid him at the End of 12 Months after my Decease, if he shall then have attained his Age of 21 Years, or otherwise shall be paid for his Use to such Person as shall be legally admitted Guardian to my said Grandson upon Security to be given to the good Liking of my Executrix hereafter named for Payment thereof to my said Grandson, on Attainment of his said Age; and all the Rest and Residue, &c.

Bequest of a Sum of Money to several Children and to the Survivor of them, to be paid the Sons at 21. and the Daughters at 21. or Marriage; and in Case any of them shall be under Age, or not married, (at the Person's Decease) then their Legacies to be paid to their Father for their Use, till they come of Age.

ITEM, I give unto the Children of my said Brother W. viz. A. B. C. and D. W. the Sum of — l. a-piece to be paid the Sons at the Age of 21 Years, and to the Daughters at their like Ages, or Marriage, first happening: And I order that if any of them die before his, her or their Legacy become due, the same shall go to and amongst the Survivors and Survivor of them, and be paid with their other Legacies: And in Case any of them at my Decease shall be in Minority, or under the Age of 21 Years, then I order the Legacy of such of them as shall not have attained the said Age, shall be paid unto their Father my said Brother W. for their Use, until the same shall become payable, as aforesaid. Item, I give, &c. And all the Rest and Residue, &c.

Ordering Money, that the Testator's Son paid towards her Daughter's Marriage-Portion, to be first paid, and after Payment thereof gives her Estate. [As usual.]

IMPRIMIS, Whereas my loving Son A. did at the Marriage of my Daughter B. to Mr. E. for me and at my Request become bound unto the said E. for the Payment of the Sum of — l. in Part of my said Daughter's Portion, and which hath been paid to the said E. by my said Son A. and is still owing to him, I do therefore hereby give, will and appoint the Sum of — l. to be first paid to, or deducted out of my Estate by my said Son, my Executor hereafter named, in Discharge and Satisfaction of the said Sum of — l. so paid by him, and which was Part of the Sum of — l. I added to my said Daughter's Portion. Item, &c.

Devise

Devise from a Man to his Wife, of an Estate for Life, in Bar of her Dowry, and after her Decease, to his Children as Tenants in Common; and after to another Person for Life, and after to other Children as Tenants in Common.

FIRST, I will and order, that all such Debts as I shall justly owe at my Decease, together with my funeral Expences, shall be fully paid and satisfied by my Executrix, by and out of my personal Estate, except the Parts of the Ships hereunder mentioned. *Item*, I give and bequeath unto my loving Wife *S.* her Executors and Assigns, one eighth Part of the Ship *H.* whereof I *was* Master, and of all Appurtenances thereunto belonging, and Monies to grow due for and on Account thereof. *Item*, I give and devise unto my said Wife *S.* all that my Messuage or Tenement, with the Appurtenances, situate, &c. with the Lands and Hereditaments thereunto belonging, now in the Possession or Occupation of *R.* his Under-tenants or Assigns, and the Rents, Issues and Profits thereof, for and during the Term of her natural Life; and from and after the Decease of my said Wife, I give and devise the said Messuage or Tenements, Lands and Hereditaments, unto such Child or Children as I shall have living at my Decease, and to their Heirs and Assigns for ever, as Tenants in Common: And if I shall have no such Child or Children at the Time of the Decease of my said Wife, then I give the said Messuage or Tenements, Lands and Hereditaments, unto my Sister *M.* for the Term of her natural Life, and after her Decease I give and devise the said Messuage or Tenements, Lands and Hereditaments unto *E.* and *F.* (Children of my said Sister *M.*) and their Heirs and Assigns for ever, as Tenants in Common; which said one eighth Part of the said Ship *H.* and other Legacies given to my said Wife, as aforesaid, I declare are intended to be and are so given for and in full Satisfaction and Recompence of and for her Dowry and Thirds, which she may any ways claim or demand out of my Estate. *Item*, &c. And all the rest and Residue of my Estate, both real and personal, not herein before given and bequeathed, I give, devise and bequeath unto my said loving Wife, her Heirs, Executors, Administrators and Assigns for ever: And I do hereby nominate and appoint my said loving Wife Executrix of this my last Will, revoking, &c.

See more in the Fourth Volume.

4

Affidavits.

Affidavits.

Of the Execution of a Will.

A. Of, &c. Scrivener, maketh Oath, that he this Deponent was present, and did see *M. R.* late of, &c. deceased, sign, seal, publish, and declare his last Will and Testament in Writing, bearing Date the, &c. And that he this Deponent subscribed his Name as a Witness hereunto: And that he this Deponent doth believe the Parchment-Writing with the Probate of the said Will thereunto annex'd, under the Seal of the Prerogative Court of the Archbishop of *Canterbury*, to be a true Copy of the said last Will of the said *M. R.* deceased, having compared the same with the Draught of the said Will, the fair Copy or Ingrossment whereof was so signed, sealed and published by the said *M. R.* as aforesaid: And that he this Deponent hath heard and doth believe the said *M. R.* departed this Life on or about the — Day of — now last past.

Affidavits from a Person, at Separation of a Partnership, that he hath not defrauded his Partner in Trade, or otherwise.

A. Of, &c. maketh Oath, that he this Deponent hath not at any Time, during the Partnership between him and *Mr. B.* of, &c. taken, used, converted, employed or disposed of any the Monies, Goods or other Things belonging to the Joint-Stock or Partnership between them, to or for his own private, separate or particular Use, nor for any Use, Purpose, Business or Employment whatsoever, directly or indirectly, other than in and for the Business and Advantage of the said Joint-Trade and Partnership (except what is charged in the Books of the said Trade, to be taken out of the Cash thereof by him this Deponent, and about 10 *l.* more taken out for his Expenses on Account of the said Trade) (except the weekly Sum of — *l.* which by the Covenant of Partnership between them, he is allowed to take out for his own Use): And that he this Deponent hath not used any private or indirect Methods during the said Partnership, to take away or conceal, nor that any other Person or Persons to his Knowledge, or with his Consent or Privity hath had, taken away or concealed any Monies, Goods or Things belonging to the said Joint-Trade; nor that he this Deponent, nor any other Person to his Knowledge, or with his Consent or Privity hath at any Time defrauded his said Partner *B.* in any Matter or Thing belonging to the said Partnership between them; but that he this Deponent hath been just and honest in all Matters and Things relating to the said Joint-Trade and the Transactions thereof, to the best of his Judgment and Knowledge. [*B.* makes the same Affidavit to *A.*

That

That an Estate is free of all Incumbrances.

A. Of, &c. maketh Oath, that he this Deponent hath not entred into, or become bound in or by any Statute or Recognisance, or other Obligation or Matter on Record, to the King's Majesty, or any other Person or Persons by, nor is inde'ted or hath acknowledged or confessed any Judgment to any Person or Persons whatsoever; nor hath made, done or committed any other Act, Deed, or other Matter or Thing whereby or where-with the several Messuages or Tenements, Farms, Lands, Hereditaments and Premisses, situate, lying and being, &c. by Indentures of Lease and Release, the Lease bearing Date the —, and the Release the — Day of this instant Month *D.* granted and released to *B.* of, &c. *C.* of, &c. and *D.* of, &c. and their Heirs, or any Part or Parcel of the said Messuages, Farms, Lands and Premisses are, is, or shall, or may be charged, chargeable or incumbered; but that the said Premisses, and every Part thereof, were on the Day of the Date of the said Indentures before-mentioned, and at the Time of the Sealing and Execution thereof, free and clear of all Manner of Debts, Estates, Charges and Incumbrances whatsoever, made, done, committed or suffered by him this Deponent, or by any other Person or Persons, with his Privy, or to his Knowledge or Belief, except as in the said Indentures of Release is mentioned to be excepted.

Valuations.

Valuation of a Ship by two Shipwrights.

WHEREAS *A. B. C.* and *D.* Assignees appointed by the Commissioners named and authorized in and by a Commission of Bankrupt awarded against *E.* late of, &c. having by Writing under their Hands and Seals, dated the, &c. desired and authorized us *F.* and *G.* to view, value and appraise the good Ship called the *H.* late belonging to the said *E.* together with all Tackle, Apparel, Ordnance, Ammunition, Boat or other Furniture belonging to her, as thereby may appear: We the said *F.* and *G.* of, &c. Shipwrights, do hereby declare, that we have accordingly viewed and appraised the said Ship with her Masts, Yards, Sails, standing and running Rigging, one old Long-boat, and all other the Furniture and Appurtenances belonging to her, as she came from Sea, and do value the same at the Sum of ——— l.

Of an Average.

WE *A. B. and C. of, &c.* being by Virtue of a certain Writing under the Hands and Seals of the Master and Freighters of the Ship *T. Burthen* about — Tuns, at Anchor in the River of *Thames*, and lately arrived from *Antego*, dated the, *&c.* requested, ordered and impowered to adjust and settle the Value of the Goods thrown over board, in the Storm and bad Weather which the said Ship met withal in her homewards Voyage with the Freight for the same, and of the Goods remaining on board, and of the Ship as she now is with her Freight, and of the Ship's Mizzen-Mast cut in the Storm for Preservation of the Ship, do declare our Valuation of the Premises, as followeth:

Confirmations.

Confirmation of a Bill of Sale of Part of a Ship, the same being sold first by Virtue of a Power, and afterwards by this Writing confirmed by the Person that gave the Power.

TO all, *&c. A. of, &c.* sends Greeting. *Whereas B. of, &c.* (the Agent; and for and on the Behalf of the said *A. and C. of, &c.* his Partner) by Bill of Sale under his Hand and Seal, dated the, *&c.* in Consideration of the Sum of — *l.* paid him by *D. of, &c.* for the Use of the said *A. and C.* Did (by Order from them and on their Behalf) grant, bargain and sell unto the said *D.* his Executors, Administrators and Assigns, one full and equal eighth Part of and in all that good Ship or Vessel called the *R.* of the Burthen of — Tuns, or thereabouts, now riding, *&c.* whereof *E.* late was Master; and of all the Masts, Sails, Sailyards, Anchors, Cables, Ropes and other the Appurtenances to the said Ship belonging, as thereby, Relation, *&c.* Now know ye, that the said *A.* for himself, and for and on the Behalf of the said *C.* his Partner, in Consideration of the said Sum of — *l.* so paid to the said *B.* for their Use, as aforesaid, doth by these Presents grant, ratify and confirm unto the said *D.* his Executors, Administrators and Assigns the said recited Bill of Sale, and the said eighth Part of the said Ship, with her Appurtenances thereby granted and sold by the said *B.* as aforesaid; and all the Estate, Right, Title, Interest, Property, Claim and Demand of them the said *A. and C.* and either of them, of, in and to the same: To have and to hold the said eighth Part of the said Ship or Vessel and Premises, with the Appurtenances, unto the said *D.* his Executors,

R r r

Admi-

Administrators and Assigns, to his and their own proper Use and Behoof, and as his and their own proper Goods and Chattels, from henceforth for ever: And the said *A.* for himself and the said *C.* their Executors and Administrators, do hereby covenant and grant with the said *D.* his Executors, Administrators and Assigns, that they the said *A.* and *C.* their Executors and Administrators, or some of them, the said eighth Part of the said Ship, with her Appurtenances, shall and will warrant and for ever defend by these Presents, against all Persons whatsoever, (Enemies, Men of War, and the Restraint of Princes excepted). *In Witness, &c.*

Confirmation and Discharge to an Executor, by a Person that impowered his Mother to receive his Part or Legacy, given him by his Uncle.

TO all, &c. I *A.* of, &c. one of the Children of *B.* late of London, &c. deceased, Brother of *C.* late of, &c. also deceased, send Greeting. Whereas my Mother *D.* as Attorney, and on the Behalf of me the said *A.* hath sealed and executed two several Writings, bearing Date the, &c. acknowledging that *E.* of, &c. Executor of the last Will and Testament of the said *C.* deceased, had assigned to me or my Order — *l. per Annum* Annuities, payable by several Tallies and Orders on her Majesty's Exchequer, being my full seventh Part of a fifth Part of — *l. per Annum* Annuities, Part of the late Estate of the said *C.* deceased; And hath also transferred to me or my Order — *l.* of the capital Stock in the Bank of England, being my full seventh Part of a fifth Part of — *l.* Bank-Stock, Part of the late Estate also of the said *C.* deceased; and purporting a Discharge to the said *E.* his Heirs, Executors and Administrators, of and from the said — *l. per Annum* Annuity, and the said — *l.* Bank-Stock, as thereby, Relation being thereunto respectively had, &c. Now I the said *A.* do hereby acknowledge, that the said — *l. per Annum* of the said Annuities, and the said — *l.* of the capital Stock in the Bank of England, are respectively assigned and transferred to me or my Order, and that the same are my full seventh Parts of a fifth Part of the said — *l. per Annum* Annuities, and of the said — *l.* Bank-Stock, Part of the late Estate of the said *C.* deceased, and are my full Part and Proportion of the said Annuities and Bank-Stock, due and belonging to me, as I am one of the Children of the said *B.* deceased: And therefore I the said *A.* do by these Presents ratify and confirm the said two several recited Writings so made and executed by my said Mother *D.* as my Attorney, and on my Behalf, as aforesaid: And do hereby also acquit and discharge the said *E.* his Heirs, Executors and Administrators, of and from the said — *l. per Annum* Annuities, and the said — *l.* Bank-Stock; and all Actions, Suits, Accounts, Payments, Judgments, Ex-tents, Executions, Claims and Demands whatsoever in Law and Equity, for or in any wise concerning the said Annuities and Bank-Stock, or either of them. *In Witness, &c.*

Liberty.

*To let a Person and his Family sit in a Pew in a Church;
and to bury there, and set up Monuments, if desired.*

THIS Writing indented, made; &c. between *A.* of; &c. of the one Part, and *B.* &c. of the other Part; *Witnesseth*; that the said *A.* for divers good Causes and Considerations him thereunto moving, hath given and granted, and doth by these Presents for himself and his Heirs give and grant unto the said *B.* and his Heirs and Assigns, for and during the Term of 99 Years, from the Date of these Presents to be accounted, and fully to be compleated and ended, the Use of; and full Leave and Liberty for him and them, and his and their Family, from Time to Time, and at all Times, during the said Term, to sit and hear Divine Service in such Pew or Pews belonging to the said *A.* in the North Isle, or Part of the Parish-Church of *T.* in the County of *D.* as he or they shall think fit, or do now use and sit in: And likewise to use any Part of the said Isle for and as a Burying for himself and his or their Family, as often as Occasion shall require; and to set up such Tombs or Monuments therein as he or they shall desire; together with Leave and Liberty to take down any of the Pews in the said Isle, and alter and new build the same for his and their Use and Service, as aforesaid, excepting and reserving always; during the said Term, the Use and Liberty of the said Isle, and all or any the Pews therein, to and for the said *A.* his Heirs and Assigns, and his and their Family, when and as often as he or they shall resort, or come to, or shall dwell at *B.* Farm, during the said Term: *Yielding* and paying therefore yearly and every Year, for and during the said Term, unto the said *A.* his Heirs and Assigns, the Rent of one Pepper-corn only, on the Feast-day of, &c. in every Year, if the same be lawfully demanded: And the said *B.* for himself, his Heirs and Assigns, doth hereby covenant and agree with the said *A.* his Heirs and Assigns, that he the said *B.* his Heirs and Assigns will at all Times, during the said Term hereby granted, at his and their own proper Charges, keep the Pew or Pews wherein he and his Family shall so sit, from Time to Time in good and sufficient Repair. *In Witness, &c.*

Leave for a Person to join in a Conveyance with Proprietors in the Sale of Lands, belonging to their Undertaking; the said Person having then but lately bought Shares in the said Undertaking; and that it should be no Prejudice to certain Articles between him, &c.

TO all, &c. *A.* the Wife and lawful Attorney of *B.* of, &c. sends Greeting. *Whereas* by certain Articles of Agreement, bearing Date the, &c. made between the said *B.* of the one Part, and *C.* of, &c. of the other Part, reciting that the said *C.* had bought of *D.* 20 Shares in the Undertaking of *P.* and *B.* at — *l.* per Share, by the Perswasion and Encouragement of the said *B.* and upon the Conditions and Agreements between the said *B.* and *C.* therein mentioned, as thereby, Relation, &c. *And whereas* the Proprietors of and in the said Undertaking have sold or agreed to sell several of the Lands and Grounds, Part of the Estate of *P.* and *B.* belonging to the said Proprietors: *Now know ye*, that the said *A.* as Attorney of the said *B.* her Husband, by Virtue of his Power or Letters of Attorney to her granted, dated, &c. doth hereby allow, consent and agree, that the said *C.* shall and may join with the rest of the Proprietors, of and in the said Undertaking, in the Sale and Conveyance of the Lands, Grounds and other Part of the said Estate so sold, or contracted and agreed to be sold, as aforesaid, so far as shall concern the said 20 Shares by him bought, as aforesaid, without Prejudice to the said recited Articles, and which the said *A.* doth for and on the Behalf of her said Husband declare and agree, shall not be, or reputed to be any Breach of the Covenants or Agreements contained in the said recited Articles, on the Part of the said *C.* to be performed, whereby the said *B.* may or might claim or pretend to any Benefit or Advantage, in respect of the said — Shares, of and in the said Premises so sold, or agreed to be sold, as aforesaid, the said recited Articles, or any Covenant or Agreement therein contained to the Contrary notwithstanding.

Appointment.

An Appointment to receive Rent by a Woman under Coverture.

WHEREAS *A. B.* and *C.* &c. have by their Indenture, bearing Date, &c. by the Consent and Direction of *D. E.* Wife of *F. E.* let and demised to *G.* a Messuage or Tenement in *H.* for the Term of — Years therein mentioned under the yearly Rent of — *l.* payable quarterly,

terly, as therein is mentioned : *And whereas* the said *A. B.* and *C.* are intrusted in the Premises (with other Things) to permit and suffer the Rents thereof to be received (not by my Husband *F. E.* but) by such Persons, and in such Manner, and for such Times, during my Life, as I by any Writing under my Hand and Seal (notwithstanding my Coverture) shall direct and appoint : *And whereas* there is now due from the said *G.* for Half a Year's Rent for the Premises at *Christmas* last, the Sum of — *l.* Now I the said *D. E.* do by this Writing under my Hand and Seal direct and appoint that the said — *l.* and all the Rent growing, and that which shall be accreving for the Premises during the Term aforesaid, shall be paid by the said *G.* to the said *C.* whom I desire, upon his Receipt thereof, to give the said *G.* an Acquittance for the same. *Witness* my Hand and Seal, &c.

I the above-named C. do hereby acknowledge to have had and received of the said G. the said — l. above-mentioned. Witness my Hand, this, &c.

Acknowledgments.

Acknowledgment to have received several Securities.

I *A. &c.* do acknowledge to have received on the Day of the Date hereof, of and from *B. &c.* the several Securities to me as Executrix aforesaid, for Monies paid by him by my Order and Consent to the several Persons following ; *viz.* A Bond from *C.* for — *l.* principal Money dated, &c. a Security by Assignment of a Navy-Bill, &c. [*And so with the rest.*]

A Receipt for a Talley delivered for Security, and Promise to re-deliver upon Payment.

Recieved the, &c. of *A.* of, &c. a Talley and Order on their Majesties *Exchequer*, for — *l.* payable with Interest out of the Customs, bearing Date, &c. payable to *D.* by him assigned, to the said *A.* and by him assigned to *B.* and by the said *B.* by the Direction of the said *A.* assigned to me ; which Talley and Order I acknowledge is delivered me by the said *A.* for collateral Security of the Payment of a Bond of the Date hereof, under the Hand and Seal of the said *A.* for — *l.* on the, &c. next : And I promise and agree, that upon Payment thereof accordigly, I will deliver him the said Talley and Order. *Witness* my, &c.

A Re-

A Receipt from a Master for a Sum of Money given with his Apprentice, it being left as a Legacy for putting forth a Child an Apprentice, &c.

WHEREAS *A.* late of, &c. deceased, by his last Will, dated, &c. gave to his Nephew *B.* one of the Sons of his Brother *C.* 5 *l.* to put him forth Apprentice; which the said *B.* with the Consent of his said Father is by his Indentures of Apprenticeship, dated, &c. bound Apprentice unto *D.* of, &c. for seven Years, from the, &c. And he the said *D.* in Consideration of his taking him to be his Apprentice, was to have and receive the Sum of 5 *l.* Now therefore the said *D.* doth hereby acknowledge to have received of *E.* the Relict and Executrix of the said *A.* by the Hands and with the Consent of the said *C.* and *B.* his Son, testified by their Signing hereof, as the said Sum of 5 *l.* by the said Will given and appointed to be paid for the putting the said *B.* forth Apprentice, and is so paid me with and for my taking him to be my Apprentice, as aforesaid.

Witness hereunto.

Attornment.

WHEREAS *A.* by Writing under his Hand, bearing Date, &c. hath desired and impowered me *B.* to attorn Tenant for the Lands I hold of him in *H.* unto Mrs. *C.* by the Acceptance of her Agent Mr. *D.* and to pay her the Rent to grow due for the same; a Copy of which Order is endorsed on the Back-side of these Presents, and which I have attested to be a true Copy: Now I the said *B.* in Pursuance thereof do this Day of — attorn and become Tenant to the said *C.* for the Lands at *H.* which I hold of the said *A.* as aforesaid, by the Acceptance of the said *D.* And in Token of such my Attornment, I have paid unto the said *D.* for the Use of the said *C.* 12 *d.* in Part of the Rent which will become due for the said Premises at *Michaelmas* next: And, in Pursuance to the Direction aforesaid, agree, that I will pay the growing Rent of the said Premises to the said *C.* or to her Order and Use. *Witness* my Hand, &c.

Memorials.

A Memorial of an Assignment of a Lease upon Condition, and an Endorsement thereon.

A Memorial pursuant to an Act of Parliament, made in the seventh Year of the Reign of her late Majesty Queen Anne, entitled, An Act for the publick registering of all Deeds, Conveyances and Wills, and other Incumbrances which shall be made of, or that may effect any Honours, Manors, Lands, Tenements or Hereditaments within the County of Middlesex, after the 29th Day of September, 1709.

AN Indenture of Assignment or Mortgage, bearing Date, &c. made between *A.* of, &c. of the one Part, and *B.* &c. of the other Part, reciting, that *C.* of, &c. by Indenture of Lease, dated the, &c. then last past, did demise to the said *A.* all that, &c. [*Here set down the Parcels*] to hold the same from *Michaelmas* then last past, for the Term of — Years, at — *l.* per Annum, payable quarterly, the said *A.* in Consideration of — *l.* paid him by the said *B.* did, by the said Indenture of Assignment or Mortgage, assign the said Lease and Premises to him the said *B.* To hold to him, his Executors, Administrators and Assigns, for all the Residue of the said Term of — Years, subject to a Proviso for Redemption thereof, upon Payment of the Sum of — *l.* on the, &c. next ensuing the Date thereof; which said Indenture of Assignment or Mortgage is witnessed by *L.* and *M.* and by Endorsement on the said Indenture of Assignment or Mortgage under the Hand and Seal of the said *A.* dated the, &c. reciting that the said *A.* by Bond bearing Date therewith, was bound unto the said *B.* in the Sum of — *l.* conditioned for Payment of the Sum of — *l.* with Interest, on the, &c. then next, the said *A.* did by the said Endorsement covenant with the said *B.* that the therein within-written Indenture of Assignment, and the therein within-recited Indenture of Lease and Premises thereby leased and assigned, should stand charged and be a Security unto the said *B.* as well for the Payment of the said — *l.* and Interest, on the Day mentioned in the Condition of the said recited Obligation, and all Damages thereby, as of the said — *l.* and the growing Interest and Damages in respect thereof; which said Endorsement is witnessed by *N.* of, &c. and *O.* &c. And the said Indenture and Endorsement thereon are required to be registred pursuant to the said Act, by me *B.* the Mortgagee. In Witness, &c.

Note; One of the Witnesses is to make Oath of the Execution, at the Register's Office.

Petitions.

Petitions.

To the Queen's Most Excellent Majesty.

The humble Petition of, &c.

SHeweth, That, &c.

Your Petitioner therefore humbly prays, &c.

And Your Petitioner (as in Duty bound)
shall ever pray, &c.

To the Honourable the Knights, Citizens and Burgeses in Parliament assembled.

To the Right Honourable the Lords Commissioners of the Admiralty of England.

To the Honourable — her Majesty's Post-Master General.

To the Right Worshipful the Committee for letting the Bridge-house Land.

To the Right Honourable Robert Earl of Oxford, Lord High Treasurer of Great Britain.

Proposals for Sale of a Ship, by the Candle.

London, the — Day of — 17—

GENTLEMEN,

Here is exposed to Sale by the Candle the Hull or Body of a good new Ship, now on the Launch at Mr. S.'s Dock near D. of the Burthen of — Tuns, or thereabouts, upon the Terms following.

Imprimis,

THAT whosoever shall bid for the said Ship, shall advance 1 l. per Tun each Bidding, and not less.

- 2^{dly}. That whatsoever Monies the said Ship shall be sold for, shall be paid into the Hands of Mr. A. in, &c. for the Account of Mr. B. C. D. E. F. and G. as followeth, viz. 500 l. Part thereof immediately upon Sale of the said Ship, and the Remainder of what the said Ship shall be sold for, when and as soon as the said Ship shall be launched.
- 3^{dly}. That the said Hull of the said Ship shall be compleatly finished, according to the Custom of the Shipwrights of the River of *Thames*, and launched within one Month after the Date hereof, at the Charges of the Sellers.
- 4^{thly}. That the Monies the said Hull shall be sold for, shall be paid at the Times herein before appointed for Payment thereof, then and thereupon the actual Possession of the said Hull shall be delivered to the Purchaser, and a legal and sufficient Bill of Sale thereof, with her Appurtenances, shall be executed by B. C. &c.
- 5^{thly}. That if Default shall be made in Payment of all or any Part of the said Monies at the Times before appointed for Payment thereof, then the Sale of the said Ship shall become void, and the said Ship with her Appurtenances shall remain and continue as the proper Goods and Chattels, and to the sole and proper Use of the present Proprietors, so as they, nor any of them, their Executors or Administrators shall not be subject to any Action or Suit in Law or Equity, for the Recovery or Repayment thereof.
- 6^{thly}. That he that bids last, and advanceth as before is mentioned, shall be the Purchaser of the said Hull of the said Ship.
- 7^{thly}. That if any Difference happen to arise at the Candles going out, or about the said Ship, the same shall be referred to and determined by the said B. C. &c. or the major Part of them, whose Judgment therein shall be binding and conclusive to all Parties.
- 8^{thly}. That the said Hull, with her Appurtenances, is, for the Encouragement of the Buyer, set up at ———, to advance 1 s. per Tun each Bidding.

Warrant of Attorney, to confess Judgment.

To Mr. A. and Mr. B. Attornies of the Court of King's Bench at Westminster, or either of them, or to any other Attorney of the same Court.

THESE are to desire and authorize you or any of you, to appear for me C. of, &c. in the said Court of *King's Bench*, as of — Term last, or any other Term ensuing the Date hereof, and then and there to receive a Declaration for me in an Action of Debt, at the Suit of D. of, &c. for the Sum of — l. and thereupon to confess the same Action, or else to suffer a Judgment by *Non sum informatus*, or otherwise to pass against me in the same Action, and to be thereupon forthwith entred up against me of

S f f

Record

Record for the said Debt, with Costs of Suit: And for your so doing, this shall be to you, or any of you, or to any other Attorney, as aforesaid, yours, his, their, or any of their, sufficient Warrant: *And* I the said *C.* do by these Presents for my self, my Heirs, Executors and Administrators, remise, release, discharge, and for ever quit-claim unto the said *D.* his Executors, Administrators and Assigns, all and all Manner of Error and Errors, Writ and Writs of Error and Errors, Misprision, Misentries, Omissions and wrongful Proceedings whatsoever, to be had, made, committed, done, omitted or suffered in or about the Obtaining or Entring of Record of the said Judgment, or suing or making out any Writ or Writs of Execution thereupon. *In Witnesses, &c.*

To acknowledge Satisfaction on a Judgment.

To Mr. A. Attorney of his Majesty's Court of King's Bench.

WHEREAS *B.* of, &c. did in or about — Term, *Anno Dom*¹⁷ —, and in the — Year of the Reign of our late sovereign Lady Queen *Anne*, suffer Judgment to be entred against him in the said Court of *King's Bench* at *Westminster*, as of — Term, at the Suit of *C.* late of, &c. deceased, for the Sum of — *l.* with Costs of Suit: *Now* I *D.* the Relict and Executrix of the last Will of the said *C.* deceased, do by these Presents desire and authorize you to acknowledge Satisfaction of Record for the said Judgment: And for your so doing, this my Warrant under my Hand and Seal shall be your sufficient Discharge. *Witness, &c.*

Another Warrant of Attorney, to confess a Judgment on Bond.

To, &c. [As above.]

WHEREAS I *A.* of, &c. by Obligation under my Hand and Seal, bearing even Date with these Presents, stand bound unto *B.* of, &c. in the Sum or Penalty of — of lawful, &c. conditioned for Payment of the Sum of — *l.* with lawful Interest for the same of like Money, on the, &c. next ensuing the Date thereof, as thereby, Relation, &c. *Now* these are to desire and authorize you the said *D.* Attorney as aforesaid, or any other Attorney of the said Court, to appear for me the said *A.* in the said Court of *King's Bench*, as of this present — Term, or any other Term ensuing the Date hereof; and then and there to receive a Declaration for me in an Action of Debt, at the Suit of the said *B.* for the said Sum of — *l.* mentioned in the said Obligation: And thereupon, &c. [The rest the same as above.]

A Surrender of Articles of Agreement for a Lease endorsed.

KNOW all Men, &c. endorsed, that *A.* of, &c. Administrator of the Goods and Chattels, Rights and Credits of the within-named *B.* deceased, in Consideration of 12 *d.* to him in Hand, at or before Sealing and Delivery hereof by the within-named *C.* well and truly paid, the Receipt whereof he doth hereby acknowledge, and for other good Considerations him thereunto moving, hath surrendred and delivered up, and by these Presents doth surrender and deliver up unto the said *C.* his Heirs and Assigns, the within-written *Indenture*, and all his Right, Title, Interest, Term of Years to come and unexpired, Property, Claim and Demand whatsoever in Law and Equity, of, in and to the same, and of, in and to the Lease and Premises thereby covenanted and agreed to be granted and demised, with the Appurtenances, by Virtue thereof, or of the Administration aforesaid, or by any other Ways or Means whatsoever. *In Witness, &c.*

☞ See another, *For surrendring a Lease*, p. 470. and another, *towards the End of this Volume*, under Title *Leases*.

Revocation of an Appointment endorsed.

KNOW all Men, &c. endorsed, that I the within-named *A.* being minded to revoke and make void the Appointment in and by the within-written Deed or Writing, made of and concerning the therein recited Lease and Premises thereby granted, do therefore in Pursuance of the Power to me in that Behalf reserved, in and by the within-written Deed or Writing and Proviso therein contained, by this present Writing under my Hand, testified by the several Persons who have subscribed their Names as Witnesses hereunto, and who are credible Witnesses, revoke and make void the within-written Deed Poll, and the Appointment thereby made, of and concerning the therein recited Lease and Premises thereby granted, and every Clause, Matter and Thing therein contained. *In Witness, &c.*

Revocation of Uses in a Settlement endorsed, and new Limitation to others.

KNOW, &c. That (for and in Consideration of the natural Love and Affection which the within-named *A.* Party to the within-written *Indenture*, hath and beareth to *B.* Brother of him the said *A.* and of 5 *s.* of lawful, &c. to him the said *A.* in Hand paid before the Execution hereof by the said *B.* the Receipt whereof is hereby acknowledged) the said *A.* (by Virtue and in Pursuance of the Power to him given and reserved in and by the within-written *Indenture*, and all, every or any other Powers or Authorities him enabling thereunto) doth by this present Writing or Endorsement, executed in the Presence of four credible Witnesses, whose Names are hereunder written, alter, change, revoke and make void all and every the Uses, Estates and Trusts in the within-written *Indenture* limited, expressed and declared,

clared, of and concerning all and every the Messuages or Tenements, Lands and Hereditaments within-mentioned, and every Part and Parcel of them, and every of them, with their and every of their Appurtenances: And the said *A.* doth by this present Writing or Endorsement, executed in the Presence of the said four credible Witnesses, limit, appoint, declare and direct all and every the said Messuages or Tenements, Lands, Hereditaments and Premises within-mentioned to be, situate and being in, &c. and every of them respectively, and every Part and Parcel of them, and every of them, with their Appurtenances, unto and to the Use of the said *B.* his Heirs and Assigns for ever: And the said *A. Party to the within-written Indenture*, doth also by this present Writing or Endorsement, executed in the Presence of the said four credible Witnesses, limit, appoint, declare and direct the Tofts, Soil, and Ground, and Messuages or Tenements thereupon built in the Parish of, &c. unto the said *B.* his Executors, Administrators and Assigns, for and during all the Residue of the Term of Years by the within-recited Lease granted, now to come and unexpired. *In Witness, &c.*

A Quaker's Affirmation.

A. Of, &c. being one of the People called Quakers, doth declare in the Presence of Almighty God, the Witness of the Truth of what he saith, that on or about the — Day —, which was in the Year, &c. [And so on, as an Affidavit, but only instead of Deponent saith, Affirmant saith, &c.]

I

Indentures

Indentures of Apprenticeship.

A Common Indenture of Apprenticeship.

THIS Indenture witnesseth, That *A. B.* Son of *B. B.* of, &c. doth put himself Apprentice unto *C.* of, &c. to learn the Art of a — which he the said *C.* now useth, and with him after the Manner of an Apprentice to dwell, and him to serve from the, &c. unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended; during which Term the said Apprentice his said Master faithfully shall serve, *as well in England, as in Parts beyond the Seas*, his Secrets keep, his lawful Commands every where gladly do; he shall not do, or willingly suffer to be done, any Damage to his said Master, in his Goods, Estate, or otherwise; he shall not absent himself from the Service or Business of his said Master unlawfully, but in all Things as a faithful *Servant*, or Apprentice, he shall behave and demean himself towards his said Master, and all his during the said Term: And the said Master (in Consideration of the Sum of — £ of lawful, &c. to him in hand, at or before Sealing hereof, — well and truly paid, the Receipt whereof he doth hereby acknowledge, being the Money agreed to be paid, and given with his said Apprentice) shall and will teach and instruct, or cause the said Apprentice to be taught and instructed in the said Art of a — which he now useth, by the best Ways and Means that he can; and shall and will also find and provide unto, and for his said Apprentice, Meat, Drink, Apparel, Washing, Lodging, and all other Necessaries during the said Term, (*Wearing Apparel excepted*); and for the true Performance of all the said Covenants and Agreements herein contained, each of the said Parties bindeth himself unto the other of them firmly by these Presents. *In Witness, &c.*

Another, wherein the Father is concerned.

THIS Indenture witnesseth, That *A.* Son of *B.* of, &c. now dwelling with *C.* of *St. Sebastian*, in &c. with the Consent and Agreement of his said Father, testified by his Signing and Sealing these Presents, is bound, and doth bind himself Apprentice unto the said *C.* after the Manner of an Apprentice, to serve him the said *C.* at *St. Sebastian* aforesaid, for the Term of — Years, from, &c. to be accounted, and fully to be compleat and ended; during which Term, the said Apprentice or Servant shall and will faithfully serve, and be just and true to his said Master in all Things whatsoever, and keep his Secrets, and obey all lawful Commands of his said Master,

ster, and demean himself faithfully towards his said Master; he shall not do, or willingly suffer to be done by others, any Hurt or Damage to his said Master, but the same to his Power shall hinder, or his said Master thereof shall forthwith acquaint; he shall not absent himself from his said Service Day and Night unlawfully, but in all Things as a good and faithful Apprentice, he shall bear and behave himself towards his said Master, and all his, during the said Term: And the said C. (in Consideration of — of lawful, &c. paid by the said B. with his said Son to D. of, &c. for the Use of the said C.) doth hereby agree to and with the said B. and A. and either of them, that he the said C. his said Apprentice, shall and will instruct and teach, or cause to be instructed and taught in the Business of a Merchant, which he now useth, and shall and will find and provide unto, and for his said Apprentice, Meat and sufficient Diet, Lodging, Washing, and other Necessaries during the said Term, (wearing Apparel excepted); and for the true Performance, &c. *In Witness, &c.*

Another to a Master and Mistress, the Mistress being a Seamstress.

THIS Indenture witnesseth, A. Daughter of B. &c. doth put herself Apprentice to B. of, &c. and C. his Wife, to learn the Art of a Seamstress, and of making all Sorts of Plain Work, and the Art and Trade of selling of Linen, and of a Millener, which the said C. his Wife now useth, and with them after the Manner of an Apprentice to dwell, and them to serve from, &c. unto the full End and Term of — Years from thence next ensuing, and fully to be compleat and ended, during which Term the said Apprentice her said Mistress faithfully shall serve, her Secrets keep, her lawful Commands every where gladly do; she shall not do Damage to her said Master or Mistress, nor see to be done by others, but that she to her Power shall let, or forthwith give Warning to her said Master or Mistress of the same, with her own Goods, or others, during the said Term; without Licence of her said Mistress, she shall neither buy nor sell, she shall not absent herself from the Service of her said Mistress, Day or Night unlawfully, but in all Things as a faithful Apprentice, she shall behave herself towards her said Master and Mistress, and all theirs, during the said Term: And the said Master and Mistress do agree, that the said Mistress the said Apprentice shall and will teach and instruct, or cause, &c. in the Art of a Seamstress, and making all Sorts of Plain Work, and likewise the Art and Trade of selling Linen, and of a Millener, which she now useth, by the best Means that she can, and to find and provide unto and for the said Apprentice, &c. [*As above*]. *In Witness, &c.*

Another, between a Father and Son to a Painter, the Father to find the Son every Thing, the Master only to teach the Son his Trade.

THIS Indenture made, &c. between *A.* of, &c. and *B.* his Son, of the one Part, and *C.* of, &c. of the other Part, witnesseth, that the said *B.* with the Consent and Agreement of his Father the said *A.* testified by his being a Party to, and Signing and Sealing these Presents, doth bind himself Apprentice unto the said *C.* after the Manner of an Apprentice, to serve him the said *C.* for the Term of — Years, from, &c. to be accounted, and fully to be compleat and ended; during which Term the said Apprentice or Servant shall and will constantly at all Times attend the Service, and imploy himself in the Business of his said Master, from the Hour of seven of the Clock in the Morning, until the Hour of eight of the Clock at Night, from *Lady-Day* to *Michaelmas*; and from the Hour of eight of the Clock in the Morning, until the Hour of seven of the Clock at Night, from *Michaelmas* to *Lady-Day*, in every Year: And shall and will during the said Time faithfully serve, and be just and true to his said Master in all Things whatsoever, and keep his Secrets, and obey all lawful Commands of his said Master, and demean himself faithfully towards his said Master during the said Term: He shall not do, or willingly suffer to be done by others, any Hurt or Damage to his said Master, but the same to his Power shall hinder, or his said Master thereof shall forthwith warn, and as a good and faithful Apprentice he shall bear and behave himself towards his said Master and all his, during the said Term: And the said *A.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *C.* his Executors and Administrators, as followeth, (*that is to say*) That he the said *A.* his Executors and Administrators shall and will find, provide and allow unto and for the said *B.* his Son, Meat, Drink, washing and Lodging, and wearing Apparel, both linen and woollen, during the said Term of his Apprenticeship, and thereof, and therefrom, and from all Actions, Suits, Costs, Charges and Damages for or by Reason thereof, shall and will well and sufficiently save and keep harmless and indemnified the said *C.* his Executors and Administrators, any Law, Custom or Usage to the Contrary notwithstanding: And the said *C.* (in Consideration of the said Service to be performed as aforesaid, and of — *l.* of lawful, &c. to him in Hand paid, at or before Sealing and Delivery hereof by the said *A.* the Receipt whereof the said *C.* doth hereby acknowledge, and of — *l.* more secured to be paid him by the said *A.* by Obligation under his Hand and Seal, bearing Date, &c.) doth hereby for himself, his Executors and Administrators covenant and agree, to and with the said *A.* his Executors and Administrators, that he the said *C.* shall and will teach and instruct, or cause the said *B.* to be, &c. in the Art of Drawing, Designing and Painting, which he now useth, by the best Means that he can; and shall and will for the better improving the said Apprentice, at the Expiration of the first — Years of his Apprenticeship, permit and suffer him at proper and convenient Times to go to the Academy, the said *A.* paying for his Teaching and Instructing there: And for the true Performance, &c. *In Witness, &c.*

At what Hour to work and to leave of.

Covenant that the Father shall find his Son Meat, Drink, Washing, Lodging and wearing Apparel, and indemnify the Master therefrom

The Master to permit him to go to the Academy at the Father's Charge.

Indenture

Indenture or Covenant for Service.

THIS Indenture made, &c. between *A.* of, and *B.* Son of *C.* late of, &c. of the one Part, and *D.* of, &c. of the other Part. *Whereas* the said *D.* hath at the Request of the said *A.* taken the said *B.* to dwell with him and be his Servant for the Term of — Years, upon the Terms and Agreements following, and not otherwise: *Now therefore* these Presents witness, that the said *B.* is willing and contented; and the said *A.* for himself, his Executors and Administrators doth undertake, covenant and agree to and with the said *D.* That, for and during the Term of — Years, from, &c. to be accounted, and fully to be compleat and ended, if the said *D.* his Executors and Administrators shall think fit so long to keep and imploy him the said *B.* in his Service and Business, he the said *B.* shall continue with and faithfully serve the said *D.* in all such Service whatsoever, as the said *D.* his Executors and Administrators shall think fit to imploy him in; and to the utmost of his Power, Knowledge and Ability, shall do and perform all such Service and other Things whatsoever, as well relating to the Trade and Business of the said *D.* as otherwise, which the said *D.* his Executors and Administrators shall from Time to Time order and direct; and shall keep the Secrets of the said *D.* his Executors and Administrators, and obey all his and their lawful Commands, and demean himself faithfully towards the said *D.* and all his, during the said Term: And that he the said *B.* shall not waste, consume, imbezil or purloin any of the Goods or Estate of the said *D.* his Executors or Administrators; nor do, or willingly suffer to be done by others any Hurt or Damage to him, or them, or his or their Goods, Estate, or otherwise; but the same to his Power shall hinder: And that he shall not absent himself from his said Service Day or Night unlawfully, but in all Things as a good and faithful Servant he shall bear and behave himself towards the said *D.* his Executors and Administrators, and all his, during the said Term: And the said *D.* for himself, &c. covenants with *A.* That he the said *D.* his Executors and Administrators shall and will during the said Term, or for so long Time thereof as he or they shall think fit to continue the said *B.* in his or their Service, find and provide unto and for the said *B.* Meat, and sufficient Diet, Lodging, Washing, and all other Necessaries, during the said Term (wearing Apparel excepted): And it is hereby declared and agreed by and between all the said Parties to these Presents, to be their Intent and Meaning, and the true Meaning of these Presents, that he the said *D.* his Executors and Administrators shall and may at any Time, before the Expiration of the said — Years, if he or they shall think fit, put away and discharge the said *B.* from his or their said Service, and determine the same, without rendring, or being obliged to render or give any Account thereof to any Person or Persons whatsoever; or to find or provide the said *B.* his Diet or any other Necessaries, after such his or their determining the Service of the said *B.* as aforesaid, any Thing herein to the Contrary notwithstanding. *In Witnesses, &c.*

That the
Appren-
tice shall
not imbe-
zil, &c.

The Master to find
him Meat, Drink,
Washing and Lodg-
ing.

Covenant
that the
Master
shall have
Liberty
to put
him away
when he
pleases.

An Indenture for the Sea for a common Sailer, to serve in such Ships as the Master shall appoint.

THIS Indenture witnesseth, that *A. Son of B. of, &c.* doth bind himself Apprentice unto *C. of, &c.* after the Manner of an Apprentice to serve him the said *C.* and such other Person or Persons in the Navigation of any Ship or Vessel as the said *C.* shall order and appoint, for the Term of — Years, from, *&c.* to be accounted, and fully to be compleat and ended; during which said Term the said Apprentice shall and will faithfully serve the said *C.* and do and perform all such Service and Business, as well at Sea on board any Ships or Vessels which shall belong or be employed in the Service of the said *C.* and with and under such Person or Persons as he shall from Time to Time order and appoint, or otherwise as the Occasions of the said *C.* shall require; and shall and will obey all the lawful Commands of his said Master, and such other Person or Persons with whom he shall from Time to Time order and appoint him to serve; and go in any such Ship or Vessel, and diligently and carefully demean and behave himself towards him and them: He shall not do, or willingly suffer to be done by others any Hurt, Prejudice or Damage to the Goods, Merchandizes or other Affairs of his said Master, or any other with whom he shall be appointed to serve, as aforesaid, but the same to the utmost of his Power shall hinder, or him and them thereof forthwith warn: He shall not absent himself from the said Service by Day or Night unlawfully, but in all Things as a good and faithful Apprentice he shall bear and behave himself towards his said Master and such Person or Persons with whom he shall order him from Time to Time to serve, as aforesaid, during the said Term: And the said Master his said Apprentice shall and will cause to be taught and instructed in the Art or Business of a Sailer, so far as shall be necessary as to the Voyages wherein he shall be employed: And shall and will find and provide unto and for his said Apprentice meet and sufficient Meat, Drink, &c. *In Witness, &c.*

An Indenture for to learn the Art of making of Glass, and the Master to pay the Apprentice — s. per Week, to find himself all Necessaries.

THIS Indenture witnesseth, that *A. Son of B. of, &c.* doth put himself Apprentice unto *C. of, &c.* to serve him after the Manner of an Apprentice at his Glass-works, at or near, *&c.* or elsewhere in or about the City of *London*, from the Date of these Presents unto the full End and Term of — Years from thence next following, and fully to be compleat and ended; during which Term the said Apprentice his said Master faithfully shall serve, his Secrets keep, and his lawful Commands every where gladly do: He shall do no Damage to his said Master, nor see to be done by others, but he to his Power shall let, or forthwith give Notice to his said Master of the same: † With his own Goods or others, during the said

indication, or contract Matrimony during the said Term.

[This may be put in, if you please.

† He shall not commit For-

T t t

Term

Term, without Licence of his said Master, he shall neither buy or sell: He shall not haunt Taverns or Play-houses, nor absent himself from the Service of his said Master; but in all Things as a faithful Apprentice he shall behave himself towards his said Master, and all his, during the said Term: And the said Master doth hereby agree, that he shall and will cause his said Apprentice to be instructed in the Art of blowing and finishing of Crown-Glass and *Normandy* Glass, and of making Looking-glass Plates, if he the said C. have or keep Works for making such Plates in or about the City of *London* during the said Term; and shall and will also truly pay, or cause to be paid unto his said Apprentice the Sum of — s. per Week, to find and provide himself with his Diet, Lodging and Apparel during the said Term: And to the Performance, &c. *In Witness, &c.*

The Master to pay the Apprentice — s. per Week, to find himself Diet, Lodging, &c.

An Indenture of Apprenticeship for a Parish-Child. The Master to indemnify the Parish from all further Charge, and to give the Apprentice two new Suits of wearing Apparel, and to make her free of the City, &c.

THIS Indenture made, &c. witnesseth, that A. and B. Churchwardens of the Parish of St. K. *London*, and C. and D. Overseers of the Poor of the said Parish, have put and placed, and by these Presents do put and place E. a poor Child of the said Parish, Apprentice to F. of, &c. with him to dwell and serve from, &c. unto the full End and Term of — Years; during all which Term the said E. her said Master faithfully shall serve in all lawful Business, according to her Power and Ability; and honestly, orderly and obediently in all Things demean and behave herself towards her said Master and all his, during the said Term: And the said F. doth covenant and grant for himself, his Executors and Administrators, to and with the said Churchwardens and Overseers, and their Successors for the Time being, and every of them, by these Presents, as followeth (*that is to say*) That he the said F. the said E. the Apprentice in the Art or Trade of a —, which he now useth, shall and will teach and instruct, or cause to be taught and instructed by the best Means he can; and shall and will, during all the said Term aforesaid, find, provide and allow unto the said Apprentice meet and sufficient Meat, Drink, Apparel, Lodging, Washing, and all other Things necessary: And also shall and will so provide for the said Apprentice, that she be not any Ways a Charge or chargeable to the said Parish, or Parishioners of the same; but of and from all Charges concerning her, shall and will save the said Parish and Parishioners harmless and indemnified during the said Term: And at the End of the said Term shall and will at his own Charge provide, and allow, and give unto the said Apprentice double wearing Apparel of all Sorts, both linen and

The Master to indemnify the Parish from all Charge.

To give the Apprentice at the End of the Term two new Suits of Cloths.

woollen, good and new : And further shall and will at his and their own Charge, at the End of the said Term of — Years make, or cause the said Apprentice to be made free of the City of *London*, and Company of —
In Witness, &c.

And to
make her
free of
the City
of *London*.

An Indenture for an Apprentice to two Merchants Partners, to go beyond Sea, to live with their Factor there.

THIS Indenture witnesseth, that *A.* Son of *B. A.* late of, &c. deceased, doth bind himself Apprentice unto *C.* of, &c. Merchant, after the Manner of an Apprentice, to serve him the said *C.* for the Term of five Years, from the Date hereof to be accounted, *in the Business in Partnership between him and D. of, &c.* in their Factory at *Maryland* or *Virginea* beyond the Seas ; and to do and perform all such Service and Business in their said Factories, as *E.* their Factor shall require and appoint him to do about their Affairs and Business ; and in Case of his Death, in such other Factory as they shall order and appoint him to, unless they the said *C.* and *D.* shall at such Time think him fit to undertake Consignments from them immediately or directly, and shall require him to manage and give Account of the same ; during which Term the said Apprentice or Servant shall and will faithfully serve, and be just and true to his said Master and Partner in all Things whatsoever, concerning their Estates, Goods, Effects and Affairs ; and keep his and their Secrets, and obey all lawful Commands of his said Master, and demean himself diligently, carefully and with a peaceable Behaviour towards the Factors or Agents of the said *C.* and *D.* in observing and performing Orders and Instructions relating to their Affairs and Business, to the utmost of his Power, for their most Profit and Advantage : He shall not do, or willingly suffer to be done by others any Hurt, Prejudice or Damage to his said Master, or to the Goods, Estate, Affairs of him and his said Partner, or otherwise ; but the same to his Power shall hinder, or his said Master and Partner, or their Factors thereof shall forthwith warn : And shall and will likewise discover and make known to his said Master and Partner any Designs which shall come to his Knowledge, tending to their Damage or Disadvantage : He shall not absent himself from his said Service Day or Night unlawfully, but in all Things as a good and faithful Apprentice he shall bear and behave himself towards his said Master and all his, during the said Term : And the said Master his Apprentice shall and will cause to be taught and instructed in the Business of a Merchant, which he now useth in *Maryland*, and shall and will find and provide unto and for his said Apprentice, meet and sufficient Diet, Apparel, Lodging, Washing, and all other Necessaries, during the said Term : And for the true Performance, &c. *In Witness, &c.*

Leases.

A common Lease of a House (wherein Loss and Damages by Fire are excepted) the Lessor having the Fee.

THIS Indenture made, &c. between *A.* of, &c. of the one Part, and *B.* of, &c. of the other Part, *Witnesseth*, That for and in Consideration of the yearly Rent, Covenants and Agreements herein after reserved and contained, by and on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns to be paid, done and performed, he the said *A.* hath demised, leased and to Farm letten, and by these Presents doth demise, lease and to Farm let unto the said *B.* his Executors, Administrators and Assigns, all that new brick Messuage or Tenement, with the Yard thereunto belonging, situate and being on the East-side of the Way or Street, commonly called —, in the Parish of —, *London*, now in the Tenure or Occupation of the said *B.* together with all and singular Cellars, Solars, Vaults, Chambers, Rooms, Ways, Passages, Lights, Easements, Water-courses, Commodities and Appurtenances whatsoever, to the said Messuage or Tenement and Premises belonging, or in any Wise appertaining: *To have* and to hold the said Messuage or Tenement, and all and singular other the Premises herein before demised, with the Appurtenances, unto the said *B.* his Executors, Administrators and Assigns, from the Feast-day of *St. Michael* the Archangel last past, before the Date of these Presents, for and during, and unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, during the said Term, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of — *l.* of lawful, &c. on the four most usual Feasts or Quarter-Days of Payment in the Year, (*that is to say*) The Feast-days of the Birth of our Lord Christ, the Annunciation of the blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, and *St. Michael* the Archangel, by even and equal Portions: *And* the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *A.* his Heirs and Assigns, by these Presents, in Manner following, (*that is to say*) That he the said *B.* his Executors, Administrators and Assigns shall and will yearly and every Year, during the said Term hereby letten, well and truly pay, or cause to be paid unto the said *A.* his Heirs and Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. on the said four most usual Feasts or Quarter-days of Payment in the Year above-mentioned, according to the Reservation thereof

thereof aforefaid, and true Meaning of thefe Presents: *And* that he the faid *B.* his Executors, Adminiftrators and Affigns, or fome of them, at his, their, or fome of their own proper Cofts and Charges, fhall and will well and fufficiently repair, fupport, uphold, fustain, maintain, amend and keep the faid Mefluage or Tenement and Premiffes hereby demifed, with the Appurtenances, in, by and with all and all Manner of needful and neceffary Reparations and Amendments whatfoever: And fhall and will in like Manner glafe, pave, purge, empty, fcour, cleanfe, amend, maintain and keep all the Glafs-windows, Pavements, Privies, Sinks, Gutters, Water-courfes and Wydraughts thereunto belonging (the Repairing or Rebuilding the faid Mefluage or Tenement and Premiffes, in Cafe the fame or any Part thereof fhall happen to be burnt down, blown up, demolifhed or dammifed by or by reason of Fire, at any Time or Times during the faid Term, excepted): And that from Time to Time, and at all Times during the faid Term, when, where and as often as Need or Occafion fhall be or require; and the faid Mefluage or Tenement, with all the Glafs-windows, Pavements, Privies, Sinks, Gutters, Water-courfes and Wydraughts thereunto belonging, being fo well and fufficiently repaired, fupported, upholden, fufained, paved, purged, emptied, fcoured, cleanfed, amended and kept (except before excepted) at the End and Expiration of the faid Term hereby letten, or other fooner Determination of thefe Presents, which fhall firft happen, unto the faid *A.* his Heirs or Affigns peaceably and quietly fhall and will leave, furrender and yield up, together with all and fingular the Wainfcot, Partitions, Window-flutters, and other Things fix'd and belonging to the faid Premiffes, particularly mentioned in the Schedule hereunto annexed, in as good Cafe and Condition as the fame now are and be (reasonable Ufe and Wearing thereof in the mean Time only excepted): And moreover, that it fhall and may be lawful to and for the faid *A.* his Heirs and Affigns, with Workmen or others in his or their Company or Companies, or without, twice or oftner in every Year yearly, during the faid Term, at feafonable Times in the Day-time to enter and come into and upon the faid demifed Premiffes, or any Part thereof, there to view, fearch and fee the State and Condition of the fame, and of the Reparations and Amendments thereof, and of all Defaults, Decays and Wants of Reparation, which upon any fuch View or Views fhall be found, to give or leave Notice or Warning thereof in Writing, or otherwife, at the faid demifed Premiffes, unto or for the faid *B.* his Executors, Adminiftrators or Affigns, to repair and amend the fame within the Time and Space of three Months, next after fuch Notice or Warning thereof fhall be given or left as aforefaid; within which faid Time and Space of three Months the faid *B.* for himfelf, his Executors, Adminiftrators and Affigns doth hereby covenant, promife and agree to and with the faid *A.* his Heirs and Affigns, to repair and amend all fuch Defaults and Wants of Reparations accordingly: *Provided* always, that if it fhall happen the faid yearly Rent or Sum of — *l.* herein before referved, or any Part thereof to be behind or unpaid, in Part or in all, by the Space of 14 Days next over or after any (either, if two Feafts or Payments) of the faid Feafts or Quarter-Days of Payment, on which as aforefaid the fame ought to be paid, being lawfully demanded, that then and in fuch Cafe, and from thenceforth, and at all Times afterwards, it fhall and may be lawful to and for the faid *A.* his Heirs and Affigns into the faid demifed Premiffes, or any Part thereof, in the Name of the whole wholly to re-enter, and the fame to have again, retain, re-possels and enjoy as in his or their firft and former Eftate, and the faid *B.* his Executors, Adminiftrators and Affigns, and all other Occupiers of the faid Premiffes, thereout and from thence utterly to expel, put out and amove, this

To repair.

Except Fire.

To view the Repair.

Proviso for Re-entry on Non-payment of the Rent.

Cove-
nant for
peace-
able En-
joiment.

The Les-
sor to ex-
ecute a
Lease for
a further
Term,
if the
Lessee
desires
the same.

Note.

Recital
that the
Lessor
has insu-
red the
Premises
by a Po-
licy.

this Indenture or any Thing therein before contained to the Contrary thereof in any wise notwithstanding: And the said *A.* for himself, his Heirs and Assigns, doth hereby covenant, promise and agree to and with the said *B.* his Executors, Administrators and Assigns, *as followeth (that is to say)* [*These last Words very often are left out, when no other Covenant follows*] That he the said *B.* his Executors, Administrators and Assigns well and truly paying the said yearly Rent of — *l.* in Manner as the same is herein before reserved, and observing, performing, fulfilling and keeping all and singular the Covenants, Clauses and Agreements herein before contained, on his and their Parts and Behalves to be observed, performed and kept according to the true Meaning of these Presents, shall, or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the Premises herein before demised, with the Appurtenances, for and during all the said Term of seven Years hereby granted, without the lawful Let, Suit, Trouble, Eviction or Interruption of or by the said *A.* his Heirs or Assigns, or any other Person or Persons lawfully claiming or to claim, by, from or under him or them, or by or through his or their Means, Act, Right, Title, Privy or Procurement: *And* further, that if the said *B.* his Executors, Administrators or Assigns shall, during the said Term hereby granted, duly pay the said yearly Rent, and perform the Covenants and Agreements herein before reserved and contained, which on his and their Parts are and ought to be paid and performed, and shall desire to hold and enjoy the said Premises for the further Term of seven Years, after the Expiration of the said Term of seven Years hereby letten; and thereof shall give or leave Notice unto or for the said *A.* his Heirs or Assigns, at *his or their dwelling House or Place of Abode*, six Months before the Expiration of the said Term of seven Years, that then and in such Case he the said *A.* his Heirs and Assigns shall and will at the Charges of the said *B.* his Executors, Administrators or Assigns, within one Month next after such Notice so given, as aforesaid, seal and execute unto him and them a sufficient Lease of all the said Premises herein before demised for the said further Term of seven Years, to commence from the Expiration of the said Term hereby granted, at and under the like yearly Rent of — *l.* and the like Covenants and Agreements as are herein before contained, on the Part of the said *B.* his Executors, Administrators and Assigns to be paid and performed (except this present Covenant) He the said *B.* his Executors, Administrators and Assigns at the same Time sealing and executing a Counter-part thereof to the said *A.* his Heirs or Assigns. [*The Exception of Fire in the Covenant for Repairs is to be out, when what follows is to be in*] *And whereas* by a Writing or Policy of Insurance under the Hands and Seals of *C. D.* and *E.* Trustees for the Agreement for Securing Houses, Chambers and Rooms from Loss by Fire, by amicable Contribution, dated the —, N^o (—) in Consideration of — *l.* paid by the said *A.* for securing — *l.* on the said Premises before letten, and therein particularly described, for seven Years then to come, the said *C. D.* and *E.* have ordered the Directors of the said Contributionship for the Time being, to pay to the said *A.* his Executors or Assigns — *l.* at the End of 60 Days next after the said House shall be burnt down, blown up, demolished or damnified, by or by Reason of Fire, and so often as the said House should be rebuilt, and burnt down, blown up, demolished or damnified by or by Reason of Fire, within the said Term, the like Sum of — *l.* If the said Directors shall not within the said 60 Days cause the said House, or such new House to be rebuilt, repaired and put in as good Condition as the same was before such Fire, at the Charge of the said Contributionship, or to that Effect, as by the said recited Policy, Relation

Relation being thereunto had, may appear: *Now this Indenture* witnesseth, that the said *A.* in Consideration of the several Covenants herein before contained, on the Part of the said *B.* to be performed, doth hereby for himself, his Executors and Administrators, covenant and agree with the said *B.* his Executors, Administrators and Assigns, that all such Sum and Sums of Money, and all Benefit and Advantage which shall or may become due, and which shall be received by or upon the said recited Policy, shall go and be applied for and towards the Rebuilding and Repairing the said demised Premises, in Case the same or any Part thereof shall, during the now Residue of the said Term of seven Years therein mentioned, happen to be burnt down, blown up, demolished or damnified, by or by Reason of Fire, so far as the same will extend towards the Charges which the said *B.* his Executors, Administrators and Assigns otherwise must be at in Repairing or Rebuilding thereof, according to and by Virtue of the Covenants on the Part of the said *B.* herein before contained: *And therefore* the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree with the said *A.* his Executors, Administrators and Assigns, that he and they will, for the now Residue of the said Term of seven Years in the said Policy mentioned, discharge and indemnify the said *A.* his Executors and Administrators, from all Sums of Money, Payments and Contributions, which in Respect of the said —/ and the said Insurance so made on the said Premises, shall become due or payable by or from the said *A.* his Executors or Administrators. *In Witness, &c.*

Covenant
that the
Lessee
shall have
the Bene-
fit of the
Policy.

Covenant
that the
Lessee
shall in-
demnify
the Less-
or from
all Con-
tributions
in Re-
spect of
the Mo-
ney in-
sured.

Another, the Lessor not having the Fee.

THIS Indenture, &c. [All the same as the other, only the Rent is reserved to *A.* his Executors, Administrators or Assigns, and the Covenants to and from him, is so likewise; and the Covenant is as followeth] And moreover, that it shall and may be lawful to and for the said *A.* his Executors, Administrators and Assigns, and all other Head Landlords and Owners of the said demised Premises with Workmen, &c. *And in the Covenant for peaceable Enjoyment, these Words following are added* (Evi-ction or Interruption of or by the said *A.* his Executors, Administrators or Assigns, or by any other Person or Persons lawfully claiming, or to claim by, from or under him or them, or by or through his or their Means, Act, Consent, Default, Privity or Procurement) freed and discharged of and from the Rent and Covenants reserved and contained in the original Indenture of Lease, whereby the said *A.* holds the said Premises for a longer Term than is hereby granted, and from all Actions, Suits, Payments, Charges, Distresses and Damages, by Reason thereof. *In Witness, &c.*

For

For so many Years certain, and for a further Term, if the Lessee gives Notice to the Lessor, that he is minded to hold the same.

The Parcels more particularly described than the other.

THIS Indenture, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, &c. [*As usual*] All the Messuage or Tenement with the Yard thereunto belonging, situate, lying, &c. now in the Tenure or Occupation, &c. and containing from East to West along the Street — Foot little more or less, and in Depth from North to South — Foot little more or less; which said Messuage or Tenement containeth the several Rooms following; *viz.* One Cellar and a Vault under Ground; one Shop even with the Ground, over the said Shop a Kitchen and a Parlour; over them, two Chambers, and over the said two Chambers two Garrets; and which said Messuage and Yard do abut North, on — Street aforesaid, South, on a Messuage in — Market, in the Occupation of —; East, in a Messuage in the Occupation of —, and West, on a Messuage in the Occupation of —, together with all and singular Ways, Passages, Lights, Easements, Water-courses, Commodities and Appurtenances whatsoever, to the said Messuages or Tenements and Yard belonging, or in any wise appertaining:

Habend' *To have* and to hold the said Messuage or Tenement, Yard and all and singular other the Premises herein before demised, with the Appurtenances unto the said *B.* his Executors, Administrators and Assigns, from the Feast, &c. for and during, &c. 11 Years from thence, &c. *Yielding*, &c. [*As usual*]:

Reddend' And if the Lessee gives Notice to hold, **Then Habend'** for a further Term. And in Case the said *B.* his Executors, Administrators or Assigns shall give Notice, as herein after is mentioned, that he or they will hold the said demised Premises for the further Term of 10 Years, after the Expiration of the said Term of 11 Years: Then and in such Case, *To have* and to hold the said Messuage or Tenement, Yard and all other the Premises, with the Appurtenances unto the said *B.* his Executors, Administrators and Assigns, from the End and Expiration of the said Term of 11 Years, for and during the further Time, and unto the full End and Term of 10 Years longer from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly and every Year, for and during the said Term of 10 Years, in Case the said *B.* his Executors, Administrators or Assigns shall give Notice, that he or they will so hold the said Premises for the said further Term of 10 Years, as hereunder is mentioned, unto the said *A.* his Executors, Administrators and Assigns, the yearly Rent or Sum of — *l.* of lawful, &c. on the said four most usual Feasts or Quarter-Days of Payment in the Year, above-mentioned, by even and equal Portions: And the said *B.* for himself, &c. covenants, That he the said *B.* his Executors, Administrators and Assigns shall and will well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators and Assigns, the said yearly Rent or Sum of — *l.* yearly, and every Year, as well for and during the said Term of 11 Years hereby granted, as also for and during the said further Term of 10 Years, in Case such Notice as aforesaid shall be given by him or them, for holding the said Premises for the said further Term of 10 Years, on the said several Feasts or Quarter-Days of Payment in the Year, above-mentioned, according to the respective Reservations thereof aforesaid, and true Meaning of these Presents: And that he the said *B.* his Executors, Administrators and Assigns, or some of them, &c. [*to repair the same, as the other,*

Covenant to pay the Rent.

Reddend' for the same.

other, only these Words differ] Surrender and yield up, together with all and singular the Wainscot, Partitions, Window-Shutters, Doors, Shelves, Locks, Keys and other Things, fixt and being in and about the Premises, particularly mentioned in the Schedule hereunto annex'd, and all such other Things which during the said Term shall be fixed, fastened, or belonging to the said demised Premises, and not removeable by the Custom of the City of London. And moreover, &c. to view the Premises [As usual]: Provided always, &c. [As usual, until the Words] (being lawfully demanded): Or if the said B. his Executors, Administrators or Assigns shall, by Building or otherwise, stop up or diminish any Light or Lights belonging to any Messuage or Tenement near the said demised Premises, the Estate and Interest whereof now is or shall be in the Mayor and Commonalty and Citizens of the City of London (of whom the said Premises hereby demised are holden by the said A.); that then and from thenceforth in either of the said Cases it shall and may be lawful to and for, &c. to re-enter: And it is hereby declared, covenanted and agreed by and between the said Parties to these Presents for themselves, their Executors, Administrators and Assigns, that if the said B. his Executors, Administrators and Assigns shall be minded to hold and enjoy the said Premises for the said further Term of ten Years, after the Expiration of the said first Term of eleven Years hereby letten, and thereof shall give or leave Notice in Writing unto or for the said A. his Executors, Administrators or Assigns, at his or their then dwelling House or usual Place of Abode, that then and in such Case the said further Term of ten Years before granted of and in the said Premises, shall be good and effectual; but in Default and for Want of such Notice so to be given, as aforesaid, the said last-mentioned Term of ten Years, and the Grant thereof herein before made is to be and shall be void and of none Effect: And the said A. for himself, &c. covenants (that B. paying the Rent, and performing the Covenant [As usual] he) lawfully may peaceably and quietly have, hold and enjoy the said Messuage or Tenement, Yard and all other the Premises herein before demised, with the Appurtenances, for and during all the said Term of eleven Years hereby granted; and after the Expiration thereof, for and during the said further Term of ten Years, if he or they shall give such Notice for holding the said Premises, as aforesaid, without any Let, Suit, &c. In Witness, &c.

Covenant to repair and to surrender the Premises and all Things not removeable by the Custom of London.

Provided, &c. upon Non-payment of the Rent; or if the Lessee stops up any Lights, then to re-enter.

Covenant for the Lessee to hold for a further Term, if he gives Notice, but for Want of such Notice the Lease to be void.

Covenant for peaceable Enjoyment.

Another, for two several Terms, after one another, and next after the first Term.

THIS Indenture, &c. [All as the other, to the Clause about the Lessee's giving Notice to hold for a further Term; which comes in next after the first Habend', because the Reddend' comes afterwards; viz.] And in Case the said B. his Executors, Administrators or Assigns shall give Notice, as herein after is mentioned, &c. [As the other] Then and in such Case (Habend', &c.) [As the other]: Then and in Case the said B. his Executors, Administrators or Assigns shall give Notice, as herein after is mentioned, that he or they will hold the said demised Premises for the further Term of ten Years, after the Expiration of the last mentioned Term of ten Years; then

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and

Covenant
to pay
the Rent.

Covenant
that if
the Lessee
gives No-
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hold for
a further
Term,
then the
same to
be good;
but for
Want of
such No-
tice the
Lease to
be void.

and in such Case, *To have* and to hold the said Messuage or Tenement and Premises, from the Expiration of the last mentioned Term of ten Years, for and during the further Time, and unto the full End and Term of ten Years longer from thence next ensuing, and fully to be compleat and ended: *Yield- ing* and paying therefore yearly, during the said first Term of eleven Years hereby granted unto the said *A.* &c. [*As usual*]: And yielding and pay- ing therefore, during the said further respective Terms of ten Years, and ten Years, in Case the said *B.* his Executors, Administrators or Assigns shall give Notice, to hold the said Premises, as hereunder is mentioned, unto the said *A.* her Executors, Administrators or Assigns, the said yearly Rent or Sum of — *l.* on the four usual Feasts or Quarter-Days before-mentioned: *And* the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, shall and will yearly and every Year, for and during the first Term of eleven Years hereby granted, well and truly pay, or cause to be paid unto the said *A.* her Executors, Administrators or Assigns the said yearly Rent or Sum of — *l.* of lawful, &c. on the said four usual Feasts or Quarter-days above-mentioned; and also yearly and every Year, during the said further respective Terms of ten Years, and ten Years, or either of them, in Case he or they shall give Notice, as herein after is mentioned, that he or they will hold the said Premises for the further Term of Years, or either of them, shall and will well and truly pay, or cause to be paid unto the said *A.* her Executors, Administrators or Assigns the said yearly Rent or Sum of — *l.* on the said Feasts or Quarter-Days of Pay- ment aforesaid, according to the respective Reservation thereof, and true Meaning of these Presents: *And*, &c. to repair, and to view [*As usual*]: *And* it is hereby declared, covenanted and agreed by and between the said Parties to these Presents for themselves, their Executors, Administrators and Assigns respectively, that if the said *B.* his Executors, Administrators and As- signs shall be minded to hold and enjoy the said demised Premises for the Term of ten Years, after the Expiration of the said first Term of eleven Years herein before granted, and thereof shall give or leave six Months No- tice in Writing, before the Expiration of the said first Term of eleven Years, unto or for the said *A.* her Executors, Administrators or Assigns, at the said demised Premises, or at —, that then and in such Case the said Term of ten Years after the Expiration of the said Term of eleven Years before grant- ed, of and in the said Premises, shall be good and effectual: But in Default or for Want of such Notice so to be given, as aforesaid, the same is to be and shall be void, and of none Effect: And it is hereby further declared, &c. that if the said *B.* his, &c. shall hold the said Premises for the said Term of ten Years, after the Expiration of the said Term of eleven Years herein before granted, and shall be minded to hold and enjoy the said Premises for the further Term of ten Years, and thereof shall give or leave six Months Notice in Writing before the Expiration of the said first mentioned Term of ten Years, unto or for the said *A.* her, &c. at, &c. that then and in such Case the said last Term of ten Years before granted, of and in the said Pre- mises, shall be good and effectual: But in Default, &c. *And*, &c. for peace- able Enjoyment for and during the first Term of eleven Years herein before granted; and after the Expiration thereof, for and during the said further respective Term of ten Years, if he or they shall give Notice for holding the said Premises aforesaid, without the lawful Let, &c. *In Witness*, &c.

Note; *The Covenants and Proviso's for Liberty, either for the Landlord or Tenants, to determine and surrender the Lease before the Expiration of the Term granted, are all to be found Postea, except one Proviso for the Lessee to have Liberty to surrender, which is in the following Lease.*

From one who is only Tenant for Life; with a Proviso for the Lessee, to have Liberty to surrender his Lease after the End of the first — Years.

THIS Indenture, &c. between *A.* and *B.* Witnesseth, that for and in Consideration, &c. the said *A.* hath demised, &c. And by these Presents doth, by Virtue of a Power to her in that Behalf reserved and given, demise, &c. [*The rest as usual to the Reddend*]: Yielding and paying therefore yearly and every Year unto the said *A.* and her Assigns, for and during so many Years of the said Term as she shall live; and from and after her Decease, then yielding and paying for and during the then Residue of the said Term unto such Person or Persons to whom the next and immediate Reversion, Remainder or Freehold of the said Premises shall from Time to Time belong or appertain, the yearly Rent or Sum of — *l.* of lawful, &c. on the four most usual Feasts, &c. And the said *B.* for himself, &c. covenants with the said *A.* her Executors, Administrators and Assigns, and to and with such Person or Persons to whom the next and immediate Reversion, Remainder or Freehold of the said Premises shall after the Decease of the said *A.* from Time to Time belong or appertain, and to and with every of them by these Presents in Manner following (*that is to say*) That, &c. well and truly pay, or cause to be paid, the said yearly Rent or Sum, &c. [*As usual*] covenant to repair, and the said Messuage, &c. and also all the Glafs-windows, &c. at the End, &c. of the Term or other sooner Determination, &c. unto the said *A.* or to such Person or Persons to whom the next and immediate Reversion, Remainder or Freehold of the said Premises, shall after the Decease of the said *A.* belong or appertain, peaceably and quietly shall and will leave, surrender, &c. And moreover, that it shall and may be lawful to and for the said *A.* and such Person or Persons, &c. shall after her Decease from Time to Time belong or appertain with Workmen or others, in her, their, or any of their Company, &c. [*As usual*]: Within which said Time, &c. the said *B.* his, &c. doth covenant and agree to repair and amend, &c. *Provided*, &c. (if the Rent is not paid, That then it shall) be lawful to and for the said *A.* and her Assigns, and to and for all and every such Person or Persons to whom the next, &c. into the said demised Premises, or any Part thereof, &c. And the said *A.* for herself, her Executors, Administrators and Assigns doth covenant, &c. with the said *B.* his, &c. by these Presents, that, &c. [*For peaceable Enjoyment, the same as in the first Lease*]: *Provided* always, and it is hereby covenanted, declared and agreed by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, that if the said *B.* his Executors, Administrators or Assigns shall at the Expiration of the first seven Years of the said Term of eleven Years hereby letten, be minded to leave the said Messuage and Premises hereby demised, and to surrender this

Proviso
for the
Lessee to
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berty to
surrender
his Lease
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End of
the first

present — Years.

present Lease, and his Estate, and the then Remainder of the Term of Years of and in the said Premises hereby granted; and for that Purpose shall give or leave Notice unto or for the said *A.* or to or for such Person or Persons to whom the next, &c. [*As before*] at her or their dwelling House, or usual Place of Abode, or to her or them in Person, six Months before the Expiration of the said first seven Years of the said Term of eleven Years; and shall, at the Expiration of the said six Months Notice, duly pay all Rent which shall be then due and in Arrear for the said Premises; and likewise duly perform all the Covenants and Agreements herein contained, on his and their Parts to be performed, according to the true Meaning of these Presents; and shall then also surrender and deliver up that Part of this present Indenture of Lease, which is under the Hand and Seal of the said *A.* and his Estate and Term in the said Premises; and leave and deliver up the actual Possession thereof unto or for the said *A.* or her Assigns; or to such Person or Persons, &c. shall after her Decease belong; That then and in such Case this present Indenture of Lease and the then Residue of the said Term of eleven Years hereby granted, and every Covenant, Article and Thing herein contained, shall cease, determine, and be utterly void and of none Effect, these Presents, or any Thing herein before contained to the Contrary thereof in any wise notwithstanding. *In Witness, &c.*

From one who hath the Estate for Life, and another who hath the Reversion, Habend' for — Years certain, and in Case the Person who hath the Estate for Life shall be living at the End of the said Term, then Habend' for so long as she lives.

THIS Indenture, &c. between *A.* of, &c. Widow, and *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part, *Witnesseth*, That for and in Consideration of the yearly Rent, &c. the said *A.* and *B.* have, and either of them hath demised, &c. and by these Presents do, and either of them doth demise, &c. all, &c. *Habend'* for seven Years; *Yielding* and paying therefore yearly and every Year, for and during so many Years of the said Term of seven Years hereby granted, as she the said *A.* shall live, unto her the said *A.* and her Assigns the yearly Rent or Sum of — *l.* of lawful, &c. on the four most usual Feasts, &c. And in Case the said *A.* shall happen to depart this Life before the End and Expiration of the said Term of seven Years, then *Yielding* and paying yearly and every Year for and during the Residue of the said Term of seven Years, which shall be to come at the Decease of the said *A.* unto the said *B.* his Heirs or Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. on the said four most usual Feasts or Quarter-days of Payment in the Year above-mentioned, by even and equal Portions; the first Payment thereof to begin and to be made unto the said *B.* his Heirs or Assigns, on the next of the said Feasts or Quarter-Days of Payment in the Year above-mentioned, immediately following the Decease of the said *A.* *And this Indenture* further *witnesseth*, that the said *A.* for and in Consideration of the yearly Rent herein after reserved, and of the Covenants and Agreements herein contained, by and on the Part of the said *C.* his Executors, Administrators and Assigns, to be paid and

and performed, doth by these Presents further demise, grant and to Farm let unto the said *C.* the aforesaid Messuage or Tenement and Premises, with the Appurtenances herein before demised: *To have* and to hold the said Messuage or Tenement and Premises, with the Appurtenances unto the said *C.* his Executors, Administrators and Assigns, immediately from and after the Expiration of the said Term of seven Years, if she the said *A.* shall be then living, for and during the natural Life of her the said *A.* *Yielding* and paying therefore yearly and every Year, from and after the Expiration of the said Term of seven Years, as aforesaid, during the natural Life of the said *A.* unto her the said *A.* and her Assigns, the yearly Rent of — *l.* of lawful, &c. on the said four usual Feasts or Quarter-days above-mentioned, by equal Portions: And the said *C.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* her Executors, Administrators and Assigns, and to and with the said *B.* his Heirs, Executors, Administrators and Assigns, severally and respectively by these Presents, in Manner following, (*that is to say*) That he the said *C.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during the respective Terms of Years before granted, well and truly pay, or cause to be paid, the said yearly Rent or Sum of — *l.* of lawful, &c. on the said several Feasts or Quarter-Days of Payment in the Year above-mentioned, in Manner and Form, and according to the respective Reservation thereof aforesaid, and true Meaning of these Presents: And, &c. covenant to repair [*As usual*] *only the Lessee* at the End and Expiration of the said Terms before granted, or other sooner Determination of these Presents, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up unto the said *B.* his Heirs or Assigns, together with all such Partitions, &c. And moreover, that it shall and may be lawful to and for the said *A.* and her Assigns, during her natural Life, and after her Decease, to and for the said *B.* his Heirs and Assigns, with Workmen or others in her, his, their, or any of their Company, &c. Within which said Time, &c. the said *C.* for himself, his, &c. (Covenants) with the said *A.* and her Assigns, and the said *B.* his Heirs and Assigns severally and respectively, to repair and amend, &c. *Provided* always, &c. on which as aforesaid the same is reserved, and ought to be paid, being lawfully demanded; that then and from thenceforth, and at all Times afterwards, it shall and may be lawful to and for the said *C.* and her Assigns, for and during the Term of her natural Life, and after her Decease to and for the said *B.* his Heirs and Assigns, into the said demised Premises, or any Part thereof, in the Name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy as in her, his or their first and former Estate; and the said *C.* his Executors, Administrators and Assigns, and all other Occupiers thereof, thereout and from thence utterly to expel, put out and amove; this Indenture, &c. And the said *A.* for herself, her Executors, Administrators and Assigns (Covenants with *C.*) by these Presents, that he the said *C.* his, &c. well and truly paying the said yearly Rent of — *l.* in such Manner as the same is herein before reserved and made payable, and observing, performing, fulfilling and keeping all and singular the Covenants, Clauses, Proviso's and Agreements herein before mentioned and contained, &c. (peaceably to enjoy) for and during all the said Term of seven Years, and after the Expiration thereof, for and during so many Years as she the said *A.* shall happen to live, without the lawful Let, &c. by the said *A.* her Executors, Administrators and Assigns, or of, &c. And the said *B.* for himself, his Heirs and Assigns, &c. (Covenants) That he the said *C.* his, &c. well and truly paying, &c. [*The same as the other*] And may peaceably enjoy, for and during

during all the said Term of seven Years hereby granted, without the lawful Let, Suits, Trouble, &c. of or by the said B. his Heirs and Assigns, or of or by, &c. *In Witness, &c.*

Another, from one who hath the Estate for Life, and from others who have the Reversion, rendring Rent accordingly.

THIS Indenture made, &c. between A. &c. Widow, B. &c. and C. his Wife, and D. of, &c. (which said C. and D. are the Daughters of E. late, &c. deceased, and of her the said A.) of the one Part, and F. &c. of the other Part, *Witnesseth*, that the said A. B. and C. his Wife, and D. for and in Consideration of the yearly Rent, &c. have demised, &c. and by these Presents do, and either of them doth demise, &c. All, &c. *Habend* for 11 Years, *Yielding* and paying therefore yearly and every Year, for and during so many Years of the said Term of 11 Years hereby granted, as she the said A. shall happen to live, unto her the said A. and her Assigns, the yearly Rent or Sum of — *l.* of lawful, &c. on the four usual Feasts, &c. And yielding and paying therefore yearly and every Year, from and after the Decease of her the said A. if the said Term of 11 Years be then in Being, for and during all the then Remainder of the said Term of 11 Years, unto them the said B. and C. his Wife, and D. their Heirs or Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. on the said four usual Feasts or Quarter-Days of Payment in the Year above-mentioned, on which the same is reserved, to be paid as aforesaid, by even and equal Portions; the first Payment thereof to begin and to be made on such of the Feast-Days as shall first and next happen after the Decease of the said A. And the said F. for him, his Executors, Administrators and Assigns, &c. (covenants) with the said A. and to and with the said B. and his Wife, and D. their Heirs and Assigns jointly, and every of them severally, by these Presents, that he the said F. his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, unto her the said A. and her Assigns, for and during so long Time of the said Term hereby granted, as she shall happen to live; and from and after her Decease, if the said Term shall be then in Being, for all the then Residue of the said Term, unto them the said B. and C. his Wife, and D. their Heirs and Assigns, the said yearly Rent of — *l.* on the said four usual Feasts or Quarter-Days above-mentioned, according to the Reservations thereof aforesaid: And the said F. for himself, his Executors, Administrators and Assigns, &c. (covenants) with the said A. and to and with them the said B. and C. his Wife, and D. their Heirs and Assigns jointly, and every of them severally, by these Presents in Manner following, (*that is to say*) That he, &c. (to repair) at the End and Expiration of the said Term hereby granted, or other sooner Determination of this present Lease, which shall first happen unto the said A. B. and C. his Wife, and D. their Heirs, Executors or Assigns, shall and will peaceably and quietly leave, surrender and give up: And further, that it shall and may be lawful to and for the said A. B. and C. his Wife, and D. their Heirs and Assigns, with Workmen or others, or without, in their or any of their Company, &c. Within which said Time and Space of three Months he the said F. for him, his Executors, Administrators and Assigns,

signs, doth covenant, promise and agree to and with the said *A. B.* and *C.* his Wife, and *D.* their Heirs and Assigns, from Time to Time to repair, &c. *Provided* always, &c. (that if the Rent is not paid by the Space of fourteen Days, as usual) that then and from thenceforth it shall and may be lawful to and for the said *A. B.* and *C.* his Wife, and *D.* their Heirs and Assigns, into and upon, &c. (to re-enter, as usual): And the said *A.* for herself, *B.* for himself, and the said *C.* his Wife, and *D.* for herself, and for their Heirs, Executors and Assigns, jointly and severally do covenant, &c. that he the said *F.* his, &c. paying the said yearly Rent of — *l.* of lawful, &c. according as the same is before reserved, and observing, performing, fulfilling and keeping, &c. (and may peaceably enjoy) for and during all the said Term of 11 Years hereby granted, without any lawful Let, Suit, Trouble, Denial, Eviction, Molestation or Interruption, of or by them the said *A. B.* and *C.* his Wife, and *D.* or either of them, their or either of their Heirs, Executors or Assigns, or of or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under them, either or any of them, or the said *E.* deceased, or by or through their, either or any of their Means, Act, Estate, Right, Title, Default or Procurement. In Witness, &c.

Another, wherein the Lessee is concerned in the Reversion, and the Lessors not having the Freehold, therefore in the Covenant for peaceable Enjoyment they only indemnify him, viz. the Person in Possession during Life, and the others in Reversion from their Proportions of the Rent reserved upon the Lease whereof they hold.

THIS Indenture made, &c. between *A. B.* of the, &c. Widow, *B. B.* of, &c. *C. B.* of, &c. and *D. B.* &c. of the one Part, and *E. B.* of, &c. of the other Part, *Witnesseth*, that as well for and in Consideration of the yearly Rent, Covenants and Agreements herein after reserved and contained, by and on the Part and Behalf of the said *E. B.* his Executors, Administrators and Assigns, to be paid, done and performed, as in Consideration of the Surrender of a former Lease granted of the Premises hereunder letten to *F.* of, &c. as herein after is mentioned, they the said *A. B. B. B. C. B.* and *D. B.* have, and each and every of them respectively hath demised, &c. and by, &c. do, and each, &c. doth demise, &c. unto the said *E. B.* his Executors, Administrators and Assigns, all, &c. together with full and free Liberty, Licence and Privilege, to fix, hang and continue a Sign-Post, or Sign-Iron, with a Sign and Bush, as now the same are fix'd and hang, or otherwise upon or unto the Corner Messuage or Tenement adjoining to the said demised Premises now in the Tenure or Occupation of —, together with all Rooms, Chambers, &c. which said Messuage and Premises were by Indenture of Lease, dated the — let by *O.* of, &c. since deceased, the surviving Trustee for the said *A. B.* and her the said *A. B.* unto the aforesaid *F.* from the Feast-day of —, for the Term of — Years, at and under the yearly Rent of — *l.* which said Lease, in Consideration of the Sum of — *l.* paid by the said *E. B.* to the said *F.* for the then Residue of his the said *F.*'s Term of Years and Interest therein, he the said *F.* with the Consent of all the said Parties to these Presents, did on the — last, sur-
render

Together
with Li-
berty to
hang a
Sign.

Reddend'
to the
Person in
Possession
for Life.

After-
wards
Reddend'
to those
in Rever-
sion their
Propor-
tions of
the Rent
only.

Proviso
for Re-
entry.

render to the said *A. B.* to the Intent the said *E. B.* might have and take a Lease of the said Premises in his own Name, for the then Residue of the said Term, at the like yearly Rent of 70*l.* during so long Time of the Term hereunder mentioned, as the said *A. B.* shall happen to live, and at the yearly Rent of 52*l.* 10*s.* for the then Residue of the said Term, the remaining 17*l.* 10*s.* of the said 70*l.* *per Annum*, being then to be abated and allowed thereout to the said *E. B.* in Consideration of his being interested in the said Premises, from and after the Decease of the said *A. B.* equally with the said *B. B. C. B.* and *D. B.* To have and to hold, &c. to *C. B.* for 10 Years: *Yielding* and paying therefore yearly and every Year, for and during so many Years of the said Term of 10 Years hereby granted, as the said *A. B.* shall happen to live, unto her the said *A. B.* and her Assigns, the yearly Rent or Sum of 70*l.* of lawful, &c. on the four most usual Feasts, &c. And from and after the Decease of the said *A. B.* in Case she shall happen to depart this Life before the Expiration of the said 10 Years, then yielding and paying yearly and every Year, for and during all the rest and Residue of the said Term of 10 Years, which shall be to come at such the Decease of the said *A. B.* the yearly Rent or Sum of 52*l.* 10*s.* of like Money, (*that is to say*) unto each of them the said *B. B. C. B.* and *D. B.* their Executors, Administrators or Assigns respectively, the Sum of 17*l.* 10*s.* thereof, on the said four most usual Feasts or Quarter-days of Payment in the Year above-mentioned, by even and equal Proportions: And the said *E. B.* for himself, his Executors, Administrators and Assigns doth hereby covenant, &c. with the said *A. B. B. B. C. B.* and *D. B.* her, his and their Executors, Administrators and Assigns, and either and every of them respectively, that he the said *E. B.* his Executors, Administrators and Assigns shall and will well and truly pay, or cause to be paid, unto the said *A. B.* and her Assigns, the said yearly Rent or Sum of 70*l.* yearly and every Year, for and during so many Years of the said Term of 10 Years, as the said *A. B.* shall happen to live: And from and after her Decease shall and will truly pay, or cause to be paid yearly and every Year, for and during the Residue of the said Term, which shall be then to come and unexpired, the said yearly Rent of 52*l.* 10*s.* (*that is to say*) to each of them the said *B. B. C. B.* and *D. B.* the Sum of 17*l.* 10*s.* thereof, according to the respective Reservation thereof aforesaid, and true Meaning of these Presents: And the said *E. B.* for himself, &c. (covenants) with the said *A. B.* &c. their Executors, Administrators and Assigns jointly, and to and with each of them severally by these Presents, as followeth, (*that is to say*) that he the said *E. B.* &c. to repair [*As usual*] and surrender the Premises up to them, their, &c. or some of them: And moreover, that it shall and may be lawful to and for the said *A. B.* during the said Term hereby granted (if she shall so long live) and in Case of her Decease before the Expiration thereof, then to and for the said *B. B. C. B.* and *D. B.* their Executors, Administrators and Assigns, and every of them, and all other Head Landlords and Owners of the said demised Premises, with Workmen or others, in her, their or any of their Company, &c. within, &c. (*E. B. covenants with all of them*) their Executors, Administrators and Assigns jointly and severally, to repair, &c. *Provided* always, that if it shall happen the said yearly Rent of 70*l.* during the Life of the said *A. B.* or the said yearly Rent of 52*l.* 10*s.* after her Decease, or any Part of the said respective Rents shall be behind or unpaid, &c. that then, &c. it shall and may be lawful to and for the said *A. B.* (if then living) and her Assigns; and in Case of her Decease, then to and for the said *B. B. C. B.* and *D. B.* their Executors, Administrators and Assigns respectively, and every or any of them, into the said demised Premises,

Premises, or any Part thereof, in the Name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in her, his, their or any of their first and former Estate or Estates; and the said *E. B.* his, &c. and all other Occupiers, &c. And the said *A. B. B. B. &c.* their, &c. severally and respectively, and not jointly, nor, &c. (Covenant with *E. B.* that he) paying the said yearly Rent of 70 *l.* herein before reserved, unto the said *A. B.* and her Assigns, for and during so many Years of the said Term hereby granted, as the said *A. B.* shall happen to live, and the said yearly Rent of 52 *l.* 10 *s.* unto the said *B. B. C. B.* and *D. B.* their Executors, Administrators and Assigns, during the Residue of the said Term which shall be to come at her Decease, in such Manner as the said Rents are herein before respectively reserved and payable, and observing, performing, &c. (may quietly enjoy) without the lawful Let, Suit, Trouble, Eviction or Interruption of or by the said *A. B. B. B. C. B.* and *D. B.* respectively, their respective Executors, Administrators or Assigns; or of or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, under or in Trust for them or any of them respectively; or by or through the Means, Act, Right, Title, Default, Privity or Procurement, freed and discharged by the said *A. B.* for and during so many Years of the said Term as she shall happen to live, of and from the Rent and Covenants reserved and contained in the original Indenture of Lease granted of the said Premises; and from and after the Decease of the said *A. B.* from three full and equal Quarters or fourth Parts of the said Ground-rent reserved and payable by the said original Lease, with the aforesaid Corner Messuage, and from all Actions, Suits, Costs, Charges, Distresses, Re-entries and Damages, for or by Reason thereof, or the Non-payment or Non-performance thereof in any wise: It being hereby declared by and between all the said Parties to these Presents, that the said *E. B.* being equally interested in the said Premises with the said *B. B. C. B.* and *D. B.* from and after the Decease of the said *A. B.* is therefore chargeable, and is to pay his fourth Part of the said Ground-rent for the said Premises; and to perform all other the Covenants in the said original Lease contained, equal with the said *B. B. C. B.* and *D. B.* in respect of his Interest in the said Premises, as aforesaid. *In Witness, &c.*

Covenant
for peace-
able En-
joyment.

Discharged from
the Rent contained
in the original Lease
by the Lessor for
Life, during her
Life;

And after her De-
cease, by the other
Lessors for their
Proportions.

It being declared
that the Lessee be-
ing equally inter-
ested in the Premis-
ses, he therefore to
pay his Proportion
of the Ground-rent,
&c.

X x x

From

From a Man and his Wife, who was the Relict of another Husband (in Right of Dowry) and two Executors, in Consideration of a Surrender of a former Lease, and of a Fine, and doing some Repairs, rendering Part of the Rent to the Widow for Life, the Remainder to the Executors, or to those who are to have the Reversion of the Freehold. The Lessee covenants to shew the Workmens Bills and Receipts, to testify that the Repairs are done, and that he will not stop up Gutters or Lights, nor weaken any of the principal Timbers.

THIS Indenture tripartite, made, &c. between *A.* of, &c. and *B.* his Wife, late the Wife of *C.* late of, &c. deceased, of the first Part, *D.* of, &c. *E.* of, &c. surviving Executors of the last Will and Testament of the said *C.* deceased of the second Part, and *F.* of, &c. of the third Part, *Witnesseth*, that for and in Consideration of a Surrender of a former Lease of the Premises herein after demised, bearing Date, &c. granted by *W.* and *K.* of, &c. unto the said *F.* for the Term of — Years from the Feast-day of, &c. at the yearly Rent of — *l.* Of which said Term by the said Lease granted, one Year was to come and unexpired at the Feast-day of, &c. And in Consideration of the Sum of — *l.* of lawful, &c. to the said *D.* and *E.* in Hand, at or before the Sealing and Delivery of these Presents by the said *F.* well and truly paid, for and in the Name of a Fine or Income for the Premises herein after demised, the Receipt of which said Sum of — *l.* the said *D.* and *E.* do hereby acknowledge; and thereof and of every Part thereof do, and each of them doth clearly acquit and discharge the said *F.* his Executors, Administrators and Assigns for ever by these Presents: And in Consideration of the further Sum of — *l.* of like Money, which is to be laid out and expended by the said *F.* in and about the Repairing the said Premises, as hereunder is mentioned; and also in Consideration of the Rents and Covenants herein after reserved and contained, by and on the Part and Behalf of the said *F.* his Executors, Administrators and Assigns to be paid, done and performed, they the said *A.* and *B.* his Wife, and the said *D.* and *E.* (by Virtue of the Power and Authority to them the said *D.* and *E.* in that Behalf given, in and by the last Will of the said *C.* deceased) have, and each and every of them respectively hath demised, granted and to Farm letten, and by, &c. do, and each and every of them respectively doth demise, &c. unto the said *F.* his Executors, Administrators and Assigns, all, &c. Habend' Reddend' for 21 Years: *Yielding* and paying therefore for and during so long Time of the said Term, as the said *B.* now the Wife of the said *A.* shall happen to live, unto the said *A.* and *B.* his Wife and their Assigns, the Rent or Sum of — of lawful, &c. for the first Year of the said Term, and after the Expiration of the said first Year, then yearly and every Year of the remaining 20 Years of the said Term, the yearly Rent or Sum of 43 *l.* 6 *s.* 8 *d.* of like Money, on the four most usual Feasts, &c. [*As usual*]: And *yielding* and paying unto the said *D.* and *E.* their Executors, Administrators and Assigns, for so long Time of the said Term hereby granted, as the said *B.* now Wife of the said *A.* shall happen to live, and as the Estate of the said *D.* and *E.* their Execu-

Executors, Administrators or Assigns, of and in the said Premises shall continue and endure, according to the Purport of the said last Will of the said C. And from and after the Determination thereof, then unto such Person or Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises shall from Time to Time belong, the Rent or Sum of 70 *l.* of lawful, &c. for the first Year of the said Term; and after the Expiration of the said first Year, then yearly and every Year, for and during the remaining 20 Years of the said Term hereby granted, the yearly Rent or Sum of 86 *l.* 13 *s.* 4 *d.* of like Money, on the four most usual Feasts or Quarter-days of Payment in the Year, before mentioned, by even and equal Portions: And from and after the Decease of the said B. now Wife of the said A. then yielding and paying unto the said D. and E. their Executors, Administrators and Assigns, for and during so long Time of the said Term, which shall be to come and unexpired at the Decease of the said B. as their Estate of and in the said Premises shall continue and endure, according to the Purport of the said last Will of the said C. And from and after the Determination thereof, then unto such Person or Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises shall from Time to Time belong, for the first Year of the said Term the Rent or Sum of 105 *l.* of like Money, if such Decease shall happen before any Part of the first Year's Rent shall become due, and proportionably for so much of the said first Year as shall be to come at her Decease, if such her Decease shall happen within the first Year; and after the Expiration of the said first Year, the yearly Rent or Sum of 130 *l.* of like Money, on the said four most usual Feasts or Quarter-days of Payment in the Year, above-mentioned, by even and equal Portions: And the said F. for himself, his, &c. (covenants with) the said A. and B. his Wife, D. and E. their Executors, Administrators and Assigns, and to and with such Person and Persons to whom the next and immediate Freehold, Remainder or Reversion of the said Premises after the Determination of the Estate of the said B. now Wife of the said A. and of the said D. and E. their Executors, Administrators and Assigns therein, as aforesaid, shall from Time to Time belong, and to and with every of them respectively by these Presents, in Manner and Form following, (*that is to say*) That he the said F. his Executors, Administrators and Assigns shall and will yearly and every Year during the said Term hereby granted, well and truly pay, or cause to be paid, the said several yearly Rents herein before reserved, according to the respective Reservations thereof aforesaid, and true Meaning of these Presents: And that he the said F. his Executors, Administrators and Assigns will within the first three Years of the said Term hereby granted, expend and lay out the Sum of — *l.* in and about the Repairing of the said Premises hereby demised; and will, if required, produce and shew to the said A. and B. his Wife, D. and E. their Executors, Administrators or Assigns, or any of them the Workmens Bills and Receipts, to testify the Laying out thereof in the Repairing of the said Premises, as aforesaid: And also, that he the said F. his Executors, Administrators or Assigns, &c. to repair, and at the End of the Term, or other sooner Determination of these Presents, which shall first happen, unto the said A. and B. his Wife, D. and E. their Executors, Administrators or Assigns, or to such other Person or Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises, shall after the Determination of their Estate therein, as aforesaid, belong or appertain respectively, or some of them peaceably and quietly, &c. And moreover, that it shall and may be lawful to and

Reddend'

Covenant
to pay
the Rent.Covenant for the
Lessee, to lay out
a Sum of Money in
Repairs, and to shew
the Workmens Bills
and Receipts to tes-
tify the same.

Covenant
to view.

for the said *A.* and *B.* his Wife, during so long Time of the said Term hereby granted, as she the said *B.* shall happen to live, and to and for the said *D.* and *E.* their Executors, Administrators and Assigns, and such Person or Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises, shall after the Determination of their Estate therein, as aforesaid, belong or appertain, and every or any of them, according to their respective Estates in the Premises, with Workmen or others, in their or any of their Company, &c. Within which said Time, &c. (the said *F.* covenants) with the said *A.* and *B.* his Wife, *D.* and *E.* their Executors, Administrators and Assigns, and such Person and Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises, after the Determination of their Estate therein, as aforesaid, shall belong or appertain, and to and with each and every of them respectively, to repair and

The Lessee not to
stop up any Lights.

Nor to cut or weaken
any of the
principal Timbers
without Consent.

Proviso.

Covenant
from the
Tenant
for Life,
for quiet
Enjoy-
ment.

amend, &c. And further, that he the said *F.* his Executors, Administrators or Assigns, or any of them, shall not nor will at any Time hereafter, during the said Term hereby granted, stop, dam up or hinder any of the Sinks, Gutters, Water-courses, Passages or Lights now used, or belonging to any other Messuages or Tenements late of or belonging to the said *C.* deceased, in or near *Exchange Alley.* And further, that he the said *F.* his Executors, Administrators or Assigns, or any of them, shall not nor will at any Time or Times, during the said Term, cut down, weaken, impair or alter any of the Principals or principal Timbers of the said demised Premises, into any other Form, Manner or Fashion, than the same now are, without the Licence and Consent of the said *A.* and *B.* his Wife, *D.* and *E.* their Executors, Administrators and Assigns, or of such Person or Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises shall after the Determination of their Estates therein, as aforesaid, belong or appertain, in Writing under their or some of their Hands and Seals, for that Purpose first had and obtained: *Provided* always, that if it shall happen the said several yearly Rents herein before reserved, or any, or either of them, or any Part thereof, or of either of them, shall happen to be behind or unpaid, in Part or in all, by the Space, &c. that then, &c. it shall and may be lawful to and for the said *A.* and *B.* his Wife, (if the said *B.* shall be then living) and to and for the said *D.* and *E.* their Executors, Administrators and Assigns, and such Person and Persons to whom the immediate Freehold, Remainder or Reversion of the said Premises shall after the Determination of their respective Estates therein, as aforesaid, belong or appertain, or such of the said Persons to whom the said Rents shall be then due and payable, according to the Reservations thereof, as aforesaid, into the said demised Premises, or any Part thereof, in the Name of the whole, &c. And the said *A.* for himself, and the said *B.* his Wife, their Executors, Administrators and Assigns, &c. (covenants) with the said *F.* his Executors, Administrators and Assigns, that he the said *F.* his Executors, Administrators and Assigns well and truly paying the said several yearly Rents herein before reserved and payable to them the said *A.* and *B.* his Wife, during so long Time of the said Term hereby granted, as she the said *B.* shall happen to live, and observing, performing, &c. (may peaceably enjoy) for and during all the said Term of 21 Years hereby granted, if she the said *B.* shall so long live, without the lawful Let, &c. of or by the said *A.* and *B.* his Wife, their Executors, Administrators or Assigns, or any of them, or any other Person, &c. claiming, &c. under them, either, or any of them, or by or thro' their, or any of their Means, Act, Privy, Consent,

Consent or Procurement: And the said *D.* and *E.* for themselves, their Executors, Administrators and Assigns jointly and severally do covenant, *&c.* with the said *F.* his Executors, Administrators and Assigns by these Presents, that he the said *F.* his Executors, Administrators and Assigns well and truly paying the said several yearly Rents, as the same are herein before reserved and payable, during the said Term hereby granted, and observing, performing, *&c.* (may peaceably enjoy) for and during all the said Term of 21 Years hereby granted, without the lawful Let, *&c.* of or by the said *D.* and *E.* their Executors, Administrators and Assigns, or any of them, or any other Person or Persons, lawfully claiming or to claim, by, from, or under them, or any of them, or the said *C.* deceased, or by or through their or any of their Means, Act, Right, Title, Privity, or Procurement. *In Witness, &c.*

Covenant
from the
Execu-
tors.

From two Persons, the one in Possession, and the other in Reversion, of a Liberty to erect a Building to lay Timber over a Shed, Habend' from the first Person during the Term of his Lease of the Premises, and habend' from the other Person for — Years after the Expiration thereof: Reddend' accordingly.

THIS Indenture made, *&c.* between *A. &c.* and *B. &c.* of the one Part, and *C. &c.* of the other Part, *Witnesseth*, that for and in Consideration, *&c.* they the said *A.* and *B.* have, and each of them hath demised, *&c.* And by, *&c.* do, *&c.* demise, grant, *&c.* unto the said *A.* the Use and Benefit of, and free Leave and Liberty to erect and build any Erection, Structure or Building upon and over a Shed or Building, being in, *&c.* in the Parish, *&c.* now in the Tenure or Occupation of the said *A.* which he holds by Lease from the said *B.* containing the Dimensions mentioned in the Schedule hereto annexed (*that is to say*) to build and carry up any such Structure or Building upon and from the upper Plate of the said Shed, as it now lies; and for that Purpose that it shall and may be lawful to and for the said *C.* his Executors and Administrators to take away the Covering of the said Shed, to lay a Floor thereon, and to have and keep the Materials of the said Covering to his Use; and also the Use and Benefit of the Party-wall of the said Shed, to lay in Timbers for building the Messuage or Tenement and Buildings now begun to be erected by the said *C.* on the South-Side thereof, *&c.* And also all Ways, Lights, Easements, Water-courses, Commodities and Appurtenances to the said Premises belonging: Except, *&c.* (*Habend' for 11 Years*) from thence next ensuing, and fully to be compleat and ended; at which Time the Term granted to the said *A.* in the said Shed will determine and expire: And *To have and to hold* all the singular said demised Premises, with the Appurtenances, immediately from the End and Expiration of the said Term of 11 Years, for and during the further Time, and unto the full End and Term of 35 Years more from thence next ensuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, for and during the first 11 Years hereby granted by the said *A.* unto him the said *A.* his Executors, Administrators and Assigns, the yearly Rent or Sum of 10*s.*

Habend'

Habend'

Reddend'

of

Reddend' of lawful, &c. on the four usual Feasts, &c. *And yielding, &c.* for and during the last 35 Years before granted by the said *B.* unto him the said *B.* his Executors, Administrators and Assigns, the like yearly Rent or Sum of — s. of like Money, on the said four Feasts or Quarter-days above-mentioned: And the said *C.* &c. (covenants) with the said *A.* and *B.* respectively, their respective Executors, Administrators and Assigns by these Presents, that he the said *C.* his, &c. shall, &c. pay, or cause to be paid, unto the said *A.* and *B.* their respective Executors, Administrators and Assigns the said yearly Rent of 10 s. as the same is herein before reserved and made payable to them severally, according to the true Meaning of these Presents: And the said *C.* &c. (covenants with them respectively) That if he the said *C.* shall take away the Covering which is now over the said Shed, that immediately thereupon he the said *C.* his Executors, Administrators or Assigns shall and will at his and their own Charge build and lay another sufficient Covering thereon: And shall and will also maintain and keep the same covered during the Terms before granted; and at his and their like Charge shall and will repair, support, maintain, uphold and keep with all needful and necessary Reparations and Amendments whatsoever all such Erections and Buildings which he or they shall, during the Terms aforesaid, erect or build upon or over the said Shed, or any Part thereof; and at the End or Expiration, or other sooner Determination of this present Lease which shall first happen, he the said *C.* his Executors, Administrators or Assigns will quietly leave and yield up the said hereby demised Premises, and all such Erections and Buildings which he or they shall so build upon or over the said Shed, or any Part thereof, so well and sufficiently repaired, amended and kept, as aforesaid: And further, that he the said *C.* his Executors, Administrators or Assigns, shall and will pay, or cause to be paid unto them the said *A.* and *B.* their Executors, Administrators and Assigns severally, during the respective Terms by them severally granted, the Sum of 100 l. of lawful, &c. (*Nomine pene*) for every Time that he the said *C.* his Executors, Administrators or Assigns, shall, during the respective Terms by them before granted, demise, lease, let or set the Premises hereby demised, or any Part thereof, or any such Building which shall be thereon, or in any Part thereof erected or built, unto any Person or Persons who shall use, drive or exercise therein, or in any Part thereof; or permit or suffer to be used or exercised therein, or in any Part thereof, any of the several Arts, Trades or Mysteries, of a melting Founder, Linen-Dier, Tobacco-pipemaker, Sugar-baker or Brewer, without the special Licence and Consent of the said *A.* and *B.* their Executors, Administrators or Assigns respectively, first had and obtained in Writing for the same.

Covenant for a Lessee, that if he takes away a Covering of a Shed, he will lay on another.

And to repair.

The Lessee not to let the Premises to some particular Trades, upon Forfeiture of 100 l.

Proviso upon Non-payment of the Rent to re-enter; and two separate Covenants from A. and B. that upon C.'s Paying the Rent, and performing the Covenants, to quietly enjoy.

From

From two Joint-Tenants, or Coheirs.

THIS Indenture made, &c. between *A.* and *B.* &c. Spinsters, of the one Part, and *C.* &c. of the other Part, *Witnesseth*, that the said *A.* and *B.* for and in Consideration, &c. have, and each of them hath demised, &c. all, &c. *Habund* for 15 Years: *Tiolding*, &c. during the said Term unto the said *A.* and *B.* their Heirs and Assigns, or some, or one of them, the Rent or Sum, &c. [*Add a Covenant from C. to A. and B. jointly and severally, to pay the Rent according to the Reddend, and to repair; and that it shall be lawful for them (their Heirs or Assigns, or any of them) to view, &c. Proviso, upon Non-payment of the Rent, it shall be lawful for them (their Heirs and Assigns, or any of them) to re-enter; and a Covenant from them jointly and severally, for peaceable Enjoyment.*] In Witness, &c.

Vide A Bond, that a Lessee shall execute a Counter-part of a Lease.

Lease from several Persons of two several Moieties of Premises, with Reservation of Rent, and Covenants accordingly.

THIS Indenture tripartite made, &c. between *A.* &c. who married *B.* (since deceased) one of the Daughters and Coheirs of *C.* late, &c. deceased, of the first Part; *D.* of, &c. and *E.* his Wife, one other of the Daughters and Coheirs of the said *C.* deceased, of the second Part; and *F.* &c. of the third Part. *Whereas* the said *A.* and the said *D.* and *E.* his Wife, in Right of the said *E.* are seized in Fee as Tenants in Common of the Messuages, Houses and Tenements herein after mentioned, to be demised, as being allotted to the said *B.* and *E.* for their Shares, Parts or Proportions, of, in and to all the Hereditaments and Inheritances whereof the said *C.* deceased seized, by Virtue of a Judgment, had upon a Writ of Partition, and a Decision by Virtue thereof legally made, *viz.* One Moiety, or Half-part of the same belongs to the said *A.* and his Heirs, and the other Moiety or Half-part thereof belongs to the said *D.* and *E.* his Wife, and the Heirs of the Survivor of them, the said *D.* and *E.* Now this Indenture witnesseth, that as well for and in Consideration of the Costs and Charges which the said *F.* will be at and expend, in and about the necessary Repairing and Amending the Premises hereafter demised, being decayed and much out of Repair; as in Consideration of the yearly Rents, &c. The said *A.* and *D.* and *E.* his Wife have, and either of them respectively hath demised, granted and to Farm letten, and by these Presents do, and either of them respectively doth demise, &c. unto the said *F.* his Executors, Administrators and Assigns, all their several and respective Moieties or Half-parts of all that Messuage, &c. *Habund* the said several Moieties of the said Messuages, &c. *Tiolding* and paying, and the said *F.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *A.* his Heirs and Assigns, to yield and pay unto him and them yearly and every Year, for and during the said Term of — Years, for one Moiety or Half-part of the said demised

misd Premises, the yearly Rent or Sum of — of lawful, &c. on the four usual Feasts, &c. *And also yielding* and paying, and the said *F.* for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *D.* and *E.* his Wife, their and either of their Heirs and Assigns, to yield and pay unto the said *D.* and *E.* his Wife and their Heirs and Assigns, for the other Moiety of the said Premises, the yearly Rent or Sum of — of lawful, &c. at the four Feasts or Quarter-days above-mentioned, by even and equal Portions: And the said *F.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* and to and with the said *D.* and *E.* his Wife, and to and with each and every of them, their and each and every of their Heirs and Assigns by these Presents, as followeth, (*that is to say*) that he the said *F.* &c. (to repair): And that it shall and may be lawful to and for the said *A.* and to and for the said *D.* and *E.* his Wife, or any of them, or any of their Heirs and Assigns, with Workmen, &c. (to view): *Provided* always, that if it shall happen the said yearly — of — *l.* reserved unto the said *A.* his Heirs and Assigns, or any Part thereof, to be behind or unpaid, in Part, or in all, by the Space of fourteen Days, &c. that then and from thenceforth, and at all Times afterwards it shall and may be lawful, to and for the said *A.* his Heirs and Assigns, or any of them into one Moiety of the said herein before demised Premises, or any Part thereof, to re-enter, &c. *And provided* always, that if it shall happen the said other yearly Rent of — *l.* reserved unto the said *D.* and *E.* his Wife, and their Heirs and Assigns, or any Part thereof, shall be behind, &c. [*As the other*] That then and from thenceforth, and at all Times afterwards, it shall and may be lawful to and for the said *D.* and *E.* his Wife, and their Heirs or Assigns, or any of them, into one other Moiety of the said Premises herein before demised, or any Part thereof, to re-enter, &c. And the said *A.* for himself, his Heirs, Executors and Assigns, doth covenant, promise and agree to and with the said *F.* his Executors, Administrators and Assigns by these Presents, as followeth, (*that is to say*) that he the said *F.* &c. (paying the Rent reserved to the said *A.* and performing the Covenants) may quietly enjoy; And the said *D.* for himself, and the said *E.* his Wife, and their Heirs, Executors and Assigns, doth covenant, &c. the like Covenant. *In Witness, &c.*

From one impowered by Letter of Attorney, of a House with the Use of the Furniture, and likewise of a Pew in a Chapel.

THIS Indenture made, &c. between *A.* of, &c. the lawful Attorney, and for and on the Behalf of *C.* of, &c. of the one Part, and *B.* of, &c. of the other Part, *Witnesseth, &c.* [*The Consideration as usual*] He the said *A.* hath demised, &c. and by these Presents, by Virtue of a Writing, or Letter of Attorney, under the Hand and Seal of the said *C.* and the Power and Authority to him in that Behalf therein and thereby given, doth demise, &c. unto the said *B.* all that Messuage, &c. together with the reasonable Use, and Wearing of the Household Goods, Furniture, and other Things now standing, and being in and about the said Messuage and Premises, particularly mentioned in the Schedule thereof hereunto annex'd; and likewise the sole Use and Liberty of the double Pew, and the Servants Pew, belonging to the said Messuage or Tenement, in the new erected Chapel near the

the said demised Premises, for him the said *B.* and his Family and Servants, to hear divine Service, during the Term hereunder demised, together with all Ways, &c. to the said Messuage or Tenement, and Premises belonging, or in any wise appertaining: *Habend.* for one Year, yielding and paying therefore unto the said *C.* his Executors, Administrators and Assigns, or to the said *A.* for his or their Use and Behoof, the Rent or Sum of _____ of lawful, &c. on the four most usual Feasts, &c. And the said *B.* &c. (covenants with *A.*) his Executors, Administrators and Assigns, that, &c. (will pay) unto the said *C.* his Executors, Administrators or Assigns, or to the said *A.* for his or their Use, during the said Term hereby granted, the said Rent or Sum, &c. And the said *B.* &c. (covenants with *A.* to repair and surrender) unto the said *C.* his Executors, Administrators or Assigns, or to the said *A.* on his or their Behalf peaceable, &c. together with all and singular the Household Goods, Furniture, and other Things now standing, and being in and about the said Messuage and Premises, and all the Wain-scot Partitions, &c. And moreover, that it shall and may be lawful to and for the said *C.* his Executors, Administrators and Assigns, and the said *A.* on his and their Behalf, and to and for all Head Landlords, and Owners of the said demised Premises, with Workmen, &c. twice or oftner, during the said Term, &c. within, &c. (the said *B.* covenants) with *A.* his Executors, Administrators and Assigns, to repair, &c. Provided, &c. (that if the Rent is not paid, it shall be lawful) for the said *C.* his Executors, Administrators and Assigns, or the said *A.* on his and their Behalf into the said demised Premises, &c. And the said *A.* for himself, his Executors and Administrators, for and on the Behalf of the said *C.* doth covenant, &c. (that *B.* paying the Rent, and performing the Covenants, may peaceably enjoy without any Let, &c.) of or by the said *C.* his Executors, Administrators or Assigns, or the said *A.* or by any other Person or Persons lawfully claiming, or to claim, by, from, or under the said *C.* his Executors, Administrators and Assigns, or by or through his or their Means, Act, Default or Procurement, discharged from the Rent and Covenants reserved and contained in the Original Indenture of Lease, whereby the said *C.* holds the said Premises; and from all Actions, &c. by Reason thereof. *In Witness, &c.*

From a Woman, by Virtue of a Letter of Attorney from her Husband.

THIS Indenture made, &c. between *A.* the Wife and lawful Attorney of *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part, *Witnesseth,* That the said *A.* for and in Consideration, &c. hath demised, leased, and to farm letten; and by these Presents, by Virtue of the Power to her in that Behalf given, and for and on the Behalf of the said *B.* her Husband, doth demise, &c. all that Messuage, &c. together with all Ways, &c. except, &c. unto the said *B.* his Heirs and Assigns, all Timber, &c. together with free Liberty of Ingress, &c. to and for the said *B.* his Heirs and Assigns, and his and their Servants, &c. *Habend* as usual, *Reddend*, &c. unto the said *B.* his Heirs and Assigns, the yearly Rent, &c. And the said *C.* &c. covenants with the said *D.* his Heirs and Assigns, to pay unto the said *B.* his Heirs, Executors or Assigns, the said yearly Rent, &c. Covenant to repair and surrender unto the said *B.* his Heirs and Assigns; and

Y y y

that

that it shall and may be lawful to and for the said *B.* his Heirs and Assigns, with Workmen, &c. to view: *Provided*, &c. if the Rent is not paid, it shall and may be lawful to and for the said *B.* his Heirs, Executors and Assigns, into and upon, &c. to re-enter, as in his the said *B.*'s first and former Estate: And the said *A.* as Attorney, and for and on the Behalf of the said *B.* his Heirs, Executors and Assigns, doth covenant, promise, &c. that he the said *C.* his, &c. well and truly paying the said yearly Rent herein before reserved and made payable as aforesaid, and performing and keeping, &c. (may enjoy) for and during all the said Term hereby letten, without any Let, &c. of or by the said *B.* his Heirs, Executors or Assigns, or any others, by or through his or their Means, Act, Default, Privy or Procurement. *In Witness*, &c.

From an Executrix, on Behalf of her Nephew a Minor, of a House and Garden, and Close of Ground, and where, in the Covenant for Repairs, the Things are more particularly expressed than usual.

Covenant
to repair
a House,
and to
preserve
Fruit, &c.
in the
Garden.

THIS Indenture made, &c. between *A.* of, &c. Executrix of the last Will and Testament of *D.* late, &c. deceased, and for and on the Behalf of her Nephew *B.* Son of the said *D.* of the one Part, and *C.* of, &c. of the other Part, *Witnesseth*, &c. [*All as a common Lease, but only this is of a Messuage, Coach-house, Stables and Garden, and a little Field, to the End of the Covenant to pay the Rent*]. *N. B.* [*The Lessee covenants to pay the Rent to A. only; the same as a Common Lease*] And the said *C.* for himself, &c. covenants with the said *A.* her Executors, Administrators and Assigns by these Presents, that he the said *C.* his Executors, Administrators and Assigns, or some of them, at his, their, or some of their own proper Costs and Charges, shall and will well and sufficiently repair, support, uphold, sustain, maintain, amend and keep the said Messuage or Tenement, and the Out-houses, Stables, Coach-houses, Brew-house and Buildings thereunto belonging, and all other the Premises hereby demised, with the Appurtenances, and every Part thereof, in, by, and with all and all Manner of needful and necessary Reparations and Amendments whatsoever; and shall and will in like Manner, glaze, pave, purge, empty, scour, cleanse, amend and keep all and every the Glafs-Windows, Payments, Privies, Sinks, Gutters, Ditches, Drains, Water-courses, Pails, Rails, Gates and Fences thereunto belonging: And that from Time to Time, and at all Times hereafter, during the said Term, when, where, and as often as Need or Occasion shall be or require: And also that he the said *C.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, during the said Term hereby granted, preserve and keep all the Fruit-Trees, and other Trees, Plants, Roots and Things now standing, growing and being in the said Garden, and under the Walls thereof in the Courtyard before the House, and likewise in the Inclosure, and under the Walls of the said Field or Close of Ground, and elsewhere, in and about the said demised Premises, from all Hurt, Spoil or Damage; and when and as often as any of the said Trees, Plants, or other Things shall happen to die or decay, shall and will at his and their own like proper Costs and Charges, plant and set others of the same Kind and Goodness, or better in the Room there-
of,

of, and shall and will in like Manner preserve and cherish the same; and will likewise, during the said Term, maintain, preserve, and keep the said Garden, and the Walks thereof, in the same Form and Order, and in as good Condition as now it is, (reasonable Use thereof in the mean Time only excepted): And the said Messuage or Tenement, with the Out-houses, Stables, Coach-houses, Brew-house, Buildings and Premises, with the Appurtenants, and also all and every the Glass-Windows, Pavements, Privies, Sinks, Gutters, Ditches, Drains, Water-courses, Pails, Rails, Gates and Fences thereunto belonging, being so well and sufficiently repaired, upholden, supported, sustained, glazed, paved, purged, emptied, scoured, cleansed, amended and kept; and likewise the said Garden, with the Fruit-Trees, Plants and Things therein in the Court-yard before the House, and in the Inclosure in the said Field, so maintained, preserved and kept as aforesaid, at the End of the said Term hereby granted, or other sooner Determination of this present Lease, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up, together with all such Wainscot Window-Shutters, Doors, Shelves, Locks, Keys, and other Things fix'd and belonging to the said demised Premises, mentioned in the Schedule hereunto annex'd, in as good Case and Condition, as the same now are and be, (reasonable Use, &c.) and also all such other Things, which, during the said Term hereby granted, shall be fix'd and belonging to the said demised Premises, and not removable: And moreover, that it shall and may be lawful to and for the said *A.* her Executors, Administrators and Assigns; and the said *B.* his Heirs and Assigns, with Workmen, &c. (*as usual in a common Lease*): *Provided*, &c. if the Rent is not paid, it shall and may be lawful to and for the said *A.* her Executors, Administrators and Assigns, and the said *B.* his Heirs and Assigns, into the said demised Premises, &c. to re-enter. [*Add a Covenant for peaceable Enjoyment, without Interruption from them as before*]. In Witness, &c.

From Trustees on Behalf of a Woman under Coverture.

THIS Indenture made, &c. between *A.* of, &c. and *B.* of, &c. Trustees, named and appointed for and on the Behalf of *C.* Wife of *D.* of, &c. and the said *C.* of the one Part, and *E.* of, &c. of the other Part, Witnesseth, &c. they the said *A.* and *B.* have, and either of them hath demised, &c. and by these Presents, at the Request, and by and with the Consent, Direction, and Appointment of the said *C.* testified by her being made a Party to, and Signing and Sealing these Presents; and by Virtue of the Power and Authority to them in that Behalf granted, do and either of them doth demise, &c. unto the said *E.* his Executors, Administrators and Assigns, all, &c. *Habend'* for seven Years, *Reddend'* the Rent to the Trustees, their Heirs, Executors, Administrators and Assigns; and *Habend'* for two further Terms, if the Lessee gives Notice to hold, [*In the same Manner as that in fol. 513.* The Lessee covenants with them, their Heirs, &c. jointly and severally to pay the Rent; and likewise to repair, and at the End of the Term to surrender and yield up, together with all the Window-Shutters, &c. (*N. B.* not to mention who to surrender to): And moreover, that it shall and may be lawful, to and for the said *A.* and *B.* their Heirs, Executors, Administrators and Assigns, and all others having a Right in that Behalf, or any of them, with Workmen, &c. *Provided*, &c. upon Non-payment of the Rent, it shall be lawful (for the said *A.* and *B.* their Heirs, Executors,

Clause
for the
Lessors to
pay Ri-
ver-water
Rent.

Administrators and Assigns, or any of them) to re-enter. [Add the two Covenants for the two further Terms; then the Covenant for peaceable Enjoyment from A. B. jointly and severally] Without any Interruption of or by the said A. and B. and the said C. their Heirs, Executors, Administrators or Assigns, or any of them, or of or by any other Person or Persons whatsoever lawfully claiming, or to claim, by, from or under, or in Trust for them, or any of them, or by or through their, or any of their Means, Act, Right, Title, Default, Privity or Procurement. And lastly, that they the said A. and B. their Heirs, Executors, Administrators or Assigns, or some of them, will, during all the said Term and Terms hereby letten, pay and discharge the Rent of the River-Water, that is now laid into the said Premises. In Witness, &c.

From a Man and his Wife, and their Trustees, in Consideration of a Sum of Money paid them, and of 5 s. to the Trustees; Habend' for thirty-five Years; and after the Expiration thereof, for the Consideration of the said Grant from the Husband alone, for 1365 Years more, at a Pepper-corn Rent; with several particular Covenants, (as in the Margin); and Covenant for further Assurance by Fine, or otherwise; and such Acts, &c. to enure for strengthening the Premises.

Conside-
ration of
a Sum of
Money.

And of
5 s. to the
Trustees.

And of
the Rent
and Co-
venants.

Liberty
of Pas-
sage thro
an Alley.

THIS Indenture tripartite, made, &c. between A. of, &c. and B. his Wife of the first Part, C. of, &c. and D. of, &c. Trustees, for and on the Behalf of the said A. and B. his Wife, of the second Part, and E. of, &c. of the third Part, Witnesseth, that as well for and in Consideration of the Sum of 110 l. of lawful, &c. to the said A. and B. his Wife, or one of them in hand paid by the said E. at and before the Sealing and Delivery of these Presents; the Receipt whereof he the said A. doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth hereby for ever acquit and discharge the said E. his Executors, Administrators and Assigns, and also for and in Consideration of the Sum of 5 s. a-piece, to them the said C. and D. in hand also paid before the enfealing of these Presents; the Receipt whereof they do hereby also respectively acknowledge, as also for and in Consideration of the Rent, &c. he the said A. and B. his Wife, and also they the said C. and D. (at the Request, and with the Consent of the said A. and B. his Wife, testified by their being Parties to, and Signing and Sealing these Presents) have demised, &c. and by these Presents do and either and every of them respectively doth demise, &c. unto the said E. all that Messuage, &c. and all and singular Lights, &c. together also with free Liberty of Ingress, Egress and Regress, Way and Passage, at seasonable Times, during the Term hereunder demised, to and for the said E. his Executors, Tenants and Assigns, in, by and through the Alley belonging to the said A. to and from the aforesaid little Piece of Ground

Ground and Stable hereby demised, and to and from the Wharf there belonging also to the said *A.* together also with the Use of the said Wharf, to ship off and to land any Goods, so as they lie not above two Tides, or twenty-four Hours on the said Wharf, at any one Time: And also the Use of the Well, and House of Office in Common, with other the Tenants of the said *A.* *Habend'* the said Messuage or Tenement, Garden or Backside, Piece or Parcel of Ground, and all and singular other, &c. for thirty-nine Years and one Quarter, *Yielding*, &c. yearly, and every Year, during the said Term, unto the said *A.* his Executors, Administrators and Assigns, on the Feast-day of, &c. the yearly Rent of a Pepper-corn, if lawfully demanded. *And this Indenture* further witnesseth, that the said *A.* for and in Consideration of the said Sum of 110*l.* to him paid by the said *E.* as aforesaid, and of the Rent and Covenants herein after reserved and contained, by and on the Part and Behalf of the said *E.* his Executors, Administrators and Assigns, to be paid and performed, hath demised, &c. and by these Presents doth demise, &c. unto the said *E.* all that the aforesaid Messuage or Tenement herein before demised, and the Garden, &c. and all and singular other the Premises herein before-mentioned, or intended to be granted or demised, with their and every of their Appurtenances: *Habend'* the said, &c. and all and singular other the Premises before-mentioned, or intended to be demised, with the Appurtenances unto the said *E.* his, &c. from the Feast-day of, &c. which will be in the Year, &c. at which Time, the before granted Term of thirty-nine Years and one Quarter, will determine and expire, for and during the further Term and Time, and unto the full End of 1360 Years three Quarters more, to make up and compleat the full Term and Time of 1400 Years, from thence next ensuing, &c. *Yielding*, &c. during the said Term of 1360 Years three Quarters, &c. (*As before in the other Reddend'*) [*Here came in, how the Premises were demised down by several Leases to the said A. which was by just naming the Persons and Dates of Leases and Terms they were for*] And each of them the said *C.* and *D.* for themselves, their Executors and Administrators, respectively but not jointly, nor one for the other, do covenant and grant, to and with the said *E.* his Executors, Administrators and Assigns by these Presents; that they the said *C.* and *D.* respectively, have not at any Time heretofore made, committed, or done any Act, Deed, Matter or Thing whatsoever, whereby the said Premises are, shall, or may be charged or incumbered in any Manner of wise: And the said *E.* for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said *A.* his Executors, Administrators and Assigns by these Presents, That if he the said *E.* his Executors, Administrators or Assigns, shall be minded to pluck down that Part of the aforesaid Stable hereby demised, and in the Room thereof, and upon the said Piece of Ground to erect, build, or set up any other Stable, or other Edifice, Structure or Building; that then he the said *E.* his Executors and Administrators, shall and will at his and their Costs and Charges, repair, make up and amend all such Breaches, Defaults and Damages, as shall or may be caused, or happen to the other Part of the said Stable, for or by Reason of such Pulling down and Erecting as aforesaid: And that he the said *E.* his Executors or Administrators, shall not, nor will at any Time during the Continuance of this present Demise, make or set up, or cause to be made, and set up, in or about any Edifice or Building, intended to be erected as aforesaid, by the said *E.* any Manner of

And Liberty to land, and ship off Goods on a Wharf, so as the same remain not above twenty-four Hours.

And the Use of a Well, and House of Office.

Habend' & Reddend'.

And this Indenture, &c.

The Lessor for the same Consideration grants a further Term after the Expiration of the first.

That the Trustees have done no Act to incumber.

The Lessee may pull down a Stable, but he to erect another Building, and make good Defects.

The Lessee not to make any Lights in such Building, to annoy or overlook the next Inhabitants.

Lights

Lights or Windows, whereby or wherewith any House or Houses, near or adjoining thereunto, and belonging to the said *A.* shall or may be in any wise over-looked, offended or annoyed, other than as is hereafter mentioned. *Provided* nevertheless, that it shall and may be lawful, to and for the said *E.* his Executors or Administrators, to make and set up in and about any Edifice or Building, which he or they shall erect, or build upon the said Piece of Ground, whereon the Stable now stands, one Light or Window on the North-side of such Building, in the second Story of the same, so that the said Light exceed not the Dimensions of three Foot square, or two Windows of a Foot and an Half a-piece, any Thing before herein contained to the contrary thereof in any wise notwithstanding: And the said *E.*

doth hereby further covenant to and with the said *A.* that he the said *E.* his Executors and Administrators, shall and will pay, and bear a proportionable Part and Share for the House hereby demised, together with other the Tenants or Houses of the said *A.* of the Charges and Expences in emptying, draining or cleaning, repairing and amending the Well, and the Vault or House of Office above-mentioned, when and as often as Need or Occasion shall be, or require the same, during the said Terms. And it is mutually covenanted, concluded and agreed upon, by and between the said *A.* and *E.* for themselves, their Executors and Administrators, that both the said Parties to these Presents, their respective Executors and Administrators, shall and will bear, and pay an equal Part, Share and Proportion of the Charges, for repairing and amending of the Fence, lying between the Alley above-mentioned, and the Ground belonging to Mr. *T.* so far only as the Premises hereby demised shall reach or extend, and no further, when, where and as often as Need shall be, during the Terms hereby demised: And the said *A.* for himself, his, &c. (covenants with *E.*) in Manner following, (*that is to say*) that he the said *E.* his Executors, Administrators and Assigns, paying the said yearly Rent hereby above reserved, and performing, fulfilling and keeping all and singular the Covenants, Grants, Articles and Agreements, on the Part and Behalf of the said *E.* his Executors, Administrators and Assigns, to be paid, done, performed and kept, shall and may lawfully, peaceably and quietly, &c. enjoy during the said Term and Time of 1400 Years before granted, without any, &c. Interruption, of or by the said *A.* and *B.* his Wife, their Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming, or to claim, by, from or under him, her, them, or any of them, or by his, her, their, or any of their Means, Act, Default, Forfeiture, Consent or Procurement: And also the said *A.* &c. (covenants with *E.*) that he the said *A.* his Executors, Administrators and Assigns, shall and will at all Times, during the said Term of 1400 Years hereby granted, free, discharge, secure, indemnify, and save harmless the said *E.* his Executors, Administrators and Assigns, and the Premises aforesaid, of and from the Rents and Covenants reserved and contained in and by the said several before mentioned and recited Indentures of Lease, and of and from all Actions, Suits, Distresses, Re-entries, Seisures, Charges, Damages and Demands whatsoever, that shall or may happen, for or by Reason of the Non-payment, or Non-performance of all, or any of the said Rents or Covenants, in any Manner of wise. And lastly, that he the said *A.* and *B.* his Wife, and every other Person and Persons, claiming by, from or under them, or either of them, any Right, Title or Interest, of, in or to the Premises, shall and will from Time to Time, and all Times hereafter, during the Space of five Years next ensuing

Provi-
ded, &c.
he may
make one
Light not
exceed-
ing such a
Bigness.

The Lessee to pay
a proportionable
Part of mending the
Well, and empty-
ing the House of
Office.

Mutual Covenant,
that both Parties
shall pay an equal
Part of mending
the Fence in the
Alley.

For
peace-
able En-
joyment.

And to
indemni-
fy from
the Rent,
and Co-
venants
of Leases,
whereby
the Les-
see holds.

For fur-
ther Ac-
currence
by Fine,
or other-
wise.

the Date hereof, at the Request, Costs and Charges in the Law of the said *E.* his Executors, Administrators or Assigns, or some or one of them, make, do, perform, levy, execute and suffer, or cause to be made, done, performed, executed and suffered, all and every such further lawful and reasonable Act, Deed, Demise, Conveyance or Assurance in the Law, be it by Fine, or otherwise, for the better and more perfect Conveying, Demising, Confirming and Assuring of the Premises by these Presents demised unto the said *E.* his Executors, Administrators and Assigns, according to the true Intent and Meaning of these Presents, as by the said *E.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required: And it is hereby covenanted, declared and agreed, by and between all the said Parties to these Presents, for themselves, their Executors and Administrators, that all such Fine or Fines, and other Acts, Deeds, Conveyances and Assurances, as shall at any Time hereafter within the said Term of five Years, be made, done, acknowledged and suffered of the said Premises by the said Parties, or any of them, shall be, and shall be taken, and construed to be and enure for the Strengthening and Confirming of the aforesaid Terms hereby granted, and assuring the said Premises unto the said *E.* his Executors, Administrators and Assigns, according to the true Intent and Meaning of these Presents.

Such
Fine, and
other
Deeds,
&c. to e-
nure for
strengthen-
ing the
Terms
granted.

From the Trustees and Committee of the Plessey and Blyth Undertaking.

THIS Indenture made, &c. between *A.* of, &c. *B.* of, &c. and *C.* of, &c. Trustees for the Proprietors of the *Plessey* and *Blyth* Undertaking in the County of *N. D.* of, &c. *E. F. G. H. I.* and *K.* of, &c. the Committee for the said Undertaking of the one Part, and *L.* of, &c. of the other Part, *Witnesseth*, that the said *A. B.* and *C.* for and in Consideration, &c. have and each of them hath demised, &c. and by these Presents, by and with the Consent, Direction and Appointment of the said *D. E.* &c. testified by their being Parties to, and Signing and Sealing these Presents, do and each of them doth demise, &c. unto the said *L.* his Executors, Administrators and Assigns, one Acre of Land lying, &c. as also full and free Liberty to build a Dove-house, and to keep Doves therein, during the Term hereunder letten; *Habend.* for 1000 Years, without Impeachment of Waste; *Reddend.* yearly, during the said Term hereby demised unto *A. B.* and *C.* their Heirs and Assigns, for the Use of all the Proprietors of the said Undertaking, the Sum of — of lawful, &c. on the Feast of, &c. in every Year: And also yielding, &c. [As before] the Sum of — of lawful, &c. more, at the End and Expiration of every 21 Years successively, during the said Term hereby letten at the said Feast-day of, &c. and also yielding and delivering yearly during the said Term, &c. as before, one Dozen of Pigeons: And the said *L.* for himself, his, &c. doth covenant, promise and agree, to and with the said *A. B.* and *C.* and either of them, and the Heirs and Assigns of them, and either of them, that he the said *L.* his, &c. shall and will, well and truly pay, or cause to be paid, the said yearly Rent of — *l.* and likewise the said Rent of — *l.* at the End of every twenty-one Years successively, and the said Dozen of Pigeons, during the said Term, on the Days and Times aforesaid, as the same are before herein severally reserved and made payable: *Provided* always, &c. for them three to re-enter on Non-payment of Rent. *In Witness, &c.*

From

From Trustees appointed by an Act of Parliament, on Behalf of an Infant, and a Mortgagee; to commence after the Expiration of a Lease in Being.

THIS Indenture tripartite, made, &c. between *A.* of, &c. and *B.* of, &c. Trustees, named and appointed in and by an Act of Parliament, made in the second Year of her said present Majesty's Reign, entitled, *An Act for Vesting in Trustees Part of the Estate of C. for Payment of the Debts and Legacies wherewith the said Estate is charged, and for preserving the Residue clear of Charges for the Benefit of D. an Infant,* of the first Part, *E.* of, &c. of the second Part, and *F.* of, &c. of the third Part. *Whereas, &c. [Recite a Lease in Being, from C. with the Premises at large]: Now this Indenture* witnesseth, that as in Consideration of the Sum of — *l.* of lawful, &c. to the said *A.* and *B.* Trustees, as aforesaid, in Hand at or before Sealing and Delivery of these Presents, by the said *F.* well and truly paid, for and in the Name of a Fine for the Premises by the said recited Lease granted, and hereby intended to be demised; and for or towards Raising of the Money by the said Act of Parliament directed and appointed to be raised for the Purposes therein mentioned; the Receipt of which said Sum they the said *A.* and *B.* do hereby acknowledge, and thereof and of every Part thereof do clearly acquit and discharge the said *F.* his Executors, Administrators and Assigns, for ever, by these Presents; as for and in Consideration of the yearly Rent, &c. they the said *A.* and *B.* have, and each of them hath demised, set and to Farm let, and by these Presents, by Virtue of the said recited Act of Parliament, and the Power and Authority to them hereby given and appointed, do, and each of them doth, by and with the Privy and Consent of the said *E.* testified by his being a Party to, and Signing and Sealing these Presents, demise, &c. unto the said *F.* all that the aforesaid Messuage or Tenement, and all and singular other the Premises, with their and every of their Appurtenances, in and by the said recited Indenture of Lease mentioned and intended to be demised and letten, as the same is now in the Tenure or Occupation of the said *F.* *Habend'* from the Feast-day of, &c. which will be in the Year, &c. (at which Time the before-recited Lease and Term thereby granted will determine and expire) for and during and unto the full End and Term of 21 Years *Reddend'* from thence, &c. *Yielding, &c.* during the said Term, unto the said *A.* and *B.* their Heirs or Assigns, or to such other Person or Persons to whom the same shall of Right belong, the yearly Rent, &c. And the said *F.* &c. (covenants with *A.* and *B.* their Heirs and Assigns) to pay the Rent unto the said *A.* and *B.* their Heirs or Assigns, and to such other Person or Persons to whom the same shall of Right belong, the said yearly Rent, &c. [*Add a Covenant to repair, and to surrender at the End of the Term to the same Persons as the Rent*]: And further, that it shall and may be lawful to and for the said *A.* and *B.* their Heirs and Assigns, and such other Person and Persons who of Right ought twice in every Year, &c. (to view) within, &c. He the said *F.* his, &c. shall and will well and sufficiently repair, &c. *Provided, &c.* (if the Rent is not paid) it shall and may be lawful to and for the said *A.* and *B.* their Heirs and Assigns, and such other Person and Persons who of Right ought into the said demised Premises, &c. to re-

E. is the Mortgagee.

Consideration of a Fine.

Of the Rent and Covenant.

Demise, &c.

Habend'

Reddend'

enter: And the said *A.* and *B.* do for themselves severally and respectively, and for their several and respective Heirs and Assigns, and not one for the other, or for the Heirs or Assigns, or for the Act or Deed of the other, covenant, &c. (for peaceable Enjoyment) without the Let, Suit, Trouble, Hindrance, Interruption, Molestation or Denial of the said *A.* and *B.* their Heirs or Assigns, or any of them respectively, or of any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under them or any of them; or by or through their, or any of their Means, Right, Title, Interest, Act, Consent, Privity or Procurement respectively. *In Witness,* &c.

There is another, where a Mortgagee is made a Party. Vide postea. Obser.

Demise from a Debtor to a Trustee, on Behalf of the Rest of his Creditors, of several Messuages and Lands, for 99 Years, if the Demisor so long live; in Trust to apply the Profits for Payment of his Debts; and mentioned in another Indenture.

THIS Indenture made, &c. between *A.* of, &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, that towards Payment and Satisfaction of the several Debts and Sums of Money which the said *A.* oweth to his Creditors, mentioned in certain Indentures tripartite, bearing even Date with these Presents, made between the said *A.* of the first Part, the said *B.* one of the Creditors of the said *A.* and Trustee, named and appointed for the Purposes therein after mentioned, of the second Part, and *C. D. E. F.* &c. Creditors also of the said *A.* of the third Part; and in Consideration of the Sum of 5 s. of lawful, &c. to the said *A.* in Hand, at or before the Sealing and Delivery of these Presents by the said *B.* truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *B.* his Executors, Administrators and Assigns for ever by these Presents, he the said *A.* hath granted, bargained, sold and demised, and by these Presents doth fully and absolutely grant, &c. unto the said *B.* his Executors, Administrators and Assigns, all those two Messuages, &c. (and several Pieces of Land) together with all and every the Houses, Buildings, Barns, Stables, Out-houses, Orchards, Gardens, Yards, Back-sides, Woods, Underwoods, and all Ways, Passages, Waters, Water-courses, Commons, Common of Pasture, Easements, Profits, Commodities and Appurtenances whatsoever, to the said several Messuages or Tenements, Lands and Premises, either or any of them, or any Part thereof belonging, or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits whatsoever, of all and singular the said Premises, and every Part thereof; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A.* of, in, to or out of the said several Messuages or Tenements, Lands and Premises herein before mentioned, or intended to be granted and demised, with the Appurtenances and every Part thereof: *To*
Z z z
have

Habend' *have* and to hold the said several Messuages or Tenements, Lands and all
for 99 and singular other the Premises herein before mentioned, or intended to be
Years, if hereby granted and demised, with the Appurtenances, and every Part
the Les- thereof unto the said *B.* his Executors, Administrators and Assigns, from
for live the Day next before the Day of the Date of these Presents, for and during,
so long, and unto the full End and Term of 99 Years from thence next ensuing, and
fully to be compleat and ended, without Impeachment of or for any Man-
In Trust. ner of Waste, if he the said *A.* shall so long live: *In Trust* nevertheless
and for the Purposes declared and mentioned in the before-mentioned Inden-
Reddend' tures tripartite, bearing even Date with these Presents: *Yielding* and pay-
ing therefore yearly and every Year, during the said Term hereby granted,
the Rent of one Pepper-corn only, on the Feast-day of, &c. in every Year,
(if the same be lawfully demanded): And the said *A.* for himself, his
Covenant Heirs, Executors and Administrators doth covenant, promise and agree, to
that he is rightly seized for Life. and with the said *B.* his Executors, Administrators and Assigns by these
Presents, as followeth, (*that is to say*) That the said *A.* now at the Time
of the Sealing and Delivery hereof is and standeth lawfully and rightfully
seized of and in the said Messuage or Tenement, Farms, Lands, and all
other the Premises herein before mentioned, or intended to be granted,
fold and demised with the Appurtenances of a good, sure, lawful and inde-
feasible Estate for the Term of his natural Life, without any Condition,
Power of Revocation, Trust, Limitation, or other Restraint, Act, Matter
or Thing whatsoever, to alter, charge, incumber, defeat or evict the same
in any wise: And that he the said *A.* now at the Time of the Sealing and
And Power to Delivery hereof, hath in himself good Right, full Power and lawful Au-
grant. thority to grant, sell and demise the said Messuages or Tenements, Farm,
Lands, and all other the Premises herein before mentioned, or intended to
be granted and demised, with the Appurtenances unto the said *B.* his Ex-
The Les- cutors, Administrators and Assigns, for the said Term of 99 Years, if he the
see may said *A.* shall so long live, as aforesaid; and that he the said *B.* his Execu-
peace- tors, Administrators and Assigns shall, or lawfully may peaceably and quietly
ably en- enter into, have, hold, occupy, possess and enjoy the said Premises before
joy, free demised, and receive and take the Rents, Issues and Profits thereof to his
from In- and their own Use and Uses, for and during all the said Term of 99 Years,
cum- if he the said *A.* shall so long live, without any Let, Suit, Trouble, Mole-
brance. station, Eviction or Interruption, of or by the said *A.* or his Assigns; or of
or by any other Person or Persons whatsoever, lawfully claiming or to claim, by,
from or under him or them; and that free and clear, and freely and clearly ac-
quitted and discharged of and from all former and other Sales, Gifts, Grants, De-
mises, Leases, Mortgages, Forfeitures, Rent and Arrears of Rent, Debts, Charges,
Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or
Except a suffered by the said *A.* or by any other Person or Persons lawfully claim-
Lease. ing or to claim, by, from or under him, or by or through his Means,
Privy, Default or Procurement; one Lease by Indenture, bearing Date
the, &c. granted by the said *A.* to *L.* of the said Messuage, Tenement or
Farm, called — Farm, and Lands thereunto belonging, for the Term of
— Years, from the —, at the yearly Rent of — *l.* payable half-
Covenant yearly only excepted: *And lastly*, that he the said *A.* and all others claim-
for fur- ing or to claim any Right, Title or Interest, of, in or to the said Premis-
ther As- ses before demised, or any Part thereof, by, from or under him, shall and
surance. will at the Request and Charge of the said *B.* his Executors or Assigns,
make, do, acknowledge, levy and execute, or procure to be made, done,
acknow-

acknowledged, levied and executed, all such further Acts, Deeds, Things and Assurances in the Law whatsoever, for the further and better Assuring and Confirming the said Messuages, Tenements, Farms, Lands, and all other the Premises herein before mentioned, or intended to be granted and demised, with the Appurtenances unto the said B. his Executors, Administrators and Assigns, for all the then Residue of the said Term of 99 Years, if he the said A. shall so long live; as by the said B. his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be advised and required. *In Witness, &c.*

Demise to Trustees for ten Years, for them to apply the Profits of the Premises for Payment of a Debt, and after the same is satisfied, to pay the Profits for the Remainder of the Term to the Lessor's Wife, towards her Maintenance, without any Intermeddling of her Husband; with a Covenant that her Receipt only shall be a Discharge.

THIS Indenture tripartite, made, &c. between A. of, &c. and B. his Wife, of the first Part, C. of, &c. and D. of, &c. of the second Part, and E. of, &c. of the third Part. *Whereas* the said E. hath before the Date hereof lent and paid unto and for the said A. several Sums of Money, amounting in the whole to — l. of lawful, &c. for Payment whereof the said A. hath given Bond unto the said E. bearing Date with these Presents: *Now this Indenture witnesseth*, that the said A. as well for the better and more sure Payment of the said Sum of — l. due and owing to the said E. as aforesaid; and of such further Sums of Money as the said E. shall hereafter lend unto, or disburse for the said A. and Interest thereof, as in Consideration of the Charges, and Disbursements which the said E. hath been at and expended towards the Maintenance of the said B. his Daughter; and of the Love and Affection which the said A. hath and beareth to his said Wife, and to the Intent the Profits of the Premises hereunder demised after Payment of the said Debt or Monies owing, or which shall be owing to the said E. may be paid and applied for the separate Use and Maintenance of the said B. and her Children; and in Consideration of 5 s. of lawful, &c. to the said A. and B. his Wife in Hand, at or before Sealing hereof, by the said C. and D. well and truly paid, the Receipt whereof the said A. and B. his Wife do hereby acknowledge, they the said A. and B. his Wife, have demised, granted, bargain'd, sold and to Farm letten, and by these Presents do demise, &c. unto the said C. and D. all those, &c. together with all Ways, Easements, Water-courses, Commodities, Rights, Members and Appurtenances whatsoever to the said Messuages or Tenements, or any of them belonging, or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and every Part and Parcel thereof; and all Rents, Issues and Profits whatsoever reserved, issuing, due and payable for, upon or by Reason of all or any the Leases or Grants heretofore made of the Premises, or of any Part or Parcel thereof: *To have* and to hold the said Messuages, Tenements and Premises, and every Part and Parcel thereof,

Recite the Debt.

Now, &c.

Consideration.

Demise.

Habend.

with their and every of their Appurtenances unto the said *C.* and *D.* their Executors, Administrators and Assigns, from the Feast, &c. which will be in the Year, &c. for and during, and unto the full End and Term of ten Years from thence next ensuing, and fully to be compleat and ended. If the said *A.* shall so long live: *Yielding, &c.* therefore yearly, and every Year during the said Term hereby granted unto the said *A.* and *B.* his Wife, and their Assigns, the Rent of one Pepper-corn only, if the same be demanded at the Feast, &c. in every Year. *Nevertheless*, these Presents are upon special Trust and Confidence in them the said *C.* and *D.* and the Survivor of them, and the Executors and Administrators of such Survivor, reposed, and to and for the several Intents and Purposes herein after mentioned and declared, (*that is to say*) upon Trust and Confidence, and to the Intent and Purpose that they the said *C.* and *D.* and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall from Time to Time, pay all the clear Rents, Issues and Profits of the said Premises (the Charges of Reparations and Taxes from Time to Time deducted) unto the said *E.* his Executors, Administrators and Assigns, to his and their own Use and Uses, or shall otherwise permit and suffer him the said *E.* his Executors, Administrators and Assigns, to have, take, receive and enjoy the same, for paying of the said Debt or Sum of — *l.* to him owing as aforesaid; and all such further Sum or Sums of Money, which the said *E.* shall hereafter lend unto, or disburse for the said *A.* with Interest, until the same shall be fully paid and satisfied: And upon this further Trust, and to the Intent and Purpose, that from and after full Payment thereof, they the said *C.* and *D.* and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall from Time to Time, during the then Remainder or Continuance of the said Estate and Term hereby granted, pay or cause to be paid all the Residue of the Rents, Issues and Profits of the said Premises (Charges of Reparations and Taxes being deducted as aforesaid) unto the proper, particular and personal Hands of the said *B.* Wife of the said *A.* or shall otherwise permit and suffer her the said *B.* and her Assigns, to have, take, receive and enjoy the same, and not otherwise, or in any other Manner, or to any other Use or Purpose, nor to or by any other Person or Persons whatsoever, and for the separate Estate, and towards the Livelihood and Maintenance of the said *B.* and without the Control or Contradiction of or wherewith the said *A.* nor any other Person or Persons whatsoever claiming or to claim, by, from or under him, shall not intermeddle, nor have any Interest therein, or Direction or Power thereof, in any Respect whatsoever, to the Damage or Prejudice of the said *B.* or the separate Maintenance and Livelihood of the said *B.* or to control, alter or apply the same, or any Part thereof, to any other Use or Purpose whatsoever than as aforesaid. And it is hereby agreed, declared and covenanted by the said *A.* to and with the said *C.* and *D.* and the Survivor of them, and the Executors and Administrators of such Survivor, that after full Payment of the said Debt now owing, and of such further Monies as shall or may be due or owing to the said *E.* as aforesaid, from thenceforth, during the then Remainder or Continuance of the said Term and Estate, the Acquittances and Discharges from Time to Time, for the Residue of the Rents and Profits of the said Premises, after such Deductions as aforesaid, under the proper, personal and particular Hand-Writing of the said *B.* only, shall be sufficient Acquittances and Discharges for the same, and no other Acquittance or Discharge whatsoever shall be a sufficient Acquittance or Discharge, either in Law or Equity, or be accounted to be a sufficient Acquittance or Discharge for the said Rents, Issues and Profits of the said Premises, or any Part thereof as aforesaid. And the said *A.* for himself, his

Reddend.

The Trust first for Payment of the Debt.

Afterwards to pay the Profits to the Lessor's Wife.

Covenant that the Receipt of the Wife shall be good Discharges to the Trustees.

Executors and Administrators, doth covenant, promise and grant, to and with the said *C.* and *D.* their Executors and Administrators, and the Survivor of them, and the Executors and Administrators of such Survivor, that he the said *A.* and *B.* his Wife, have in themselves good Right and lawful Authority to demise and grant the said Messuages or Tenements, and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances in Manner as aforesaid. And that the said Messuages or Tenements, and all and singular other the Premises, with their and every of their Appurtenances, are and be, and so at all Times hereafter during the said Term of ten Years hereby granted, (if the said *A.* shall so long live) shall be and remain, and the Rents and Profits thereof be received and enjoyed, for, upon, and subject to the Trusts, Uses and Purposes by these Presents limited and mentioned, without any Let, Suit, Trouble, Denial or Interruption, of or by the said *A.* his Executors, Administrators or Assigns, or any other Person or Persons whatsoever, and free and clear, of and from all other and former Gifts, Grants, Bargains, Sales, Debts, Estates, Charges, Titles and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said *A.* or any other Person or Persons (all such Leases made and granted to the several Tenants in Possession of the said Premises only excepted): And further, that he the said *A.* his Executors and Administrators, and all others lawfully claiming, by, from or under him, shall and will do and perform such further Acts, Deeds and Things whatsoever, for the further better and more perfect granting and assuring the said demised Premises unto the said *C.* and *D.* their Executors, Administrators and Assigns, and the Survivor of them, and the Executors and Administrators of such Survivor, for the then Residue of the said Term of ten Years (if the said *A.* shall so long live) upon the Trusts, and to the Intents and Purposes before declared, be it by Fine, Record, or otherwise, as by the said *C.* and *D.* their Executors, Administrators and Assigns, and the Survivor of them, and the Executors and Administrators of such Survivor, or any of them, shall be reasonably advised and required. And it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said *C.* and *D.* their Executors or Administrators, shall not be chargeable with or for any Profits of the said Premises, but what shall be actually received or discharged by them, or any of them; and that they and every of them, shall at all Times hereafter be indemnified and saved harmless, by and out of the said Premises, and the Rents and Profits thereof, from all Suits, Charges and Damages, by Reason of the Trusts aforesaid; and that neither, nor any of them shall be chargeable with or for the Act or Deed of the other of them. *In Witness, &c.*

That he
hath
Power to
demise.

Free from
Incum-
brances.

For fur-
ther As-
surance.

The Tru-
stees not
to be
charge-
able for
more than
they re-
ceive, &c.

N. B. *These two last are misplaced. Vide Demises in the 4th Volume for more of this Sort.*

From

From a Rector of a Parish-Church; Habend' for forty Years, if the Lessor shall so long live and continue Rector of the Church: Covenant from the Lessee not to hinder the Benefit of the Exceptions, nor to let the Premises to any Persons, who or their Children may become chargeable to the Parish, or to or by any Person using or making any Noise to disturb Divine Service.

THIS Indenture made, &c. between *A.* Rector of the Parish-Church of St. — of the one Part, and *B.* of, &c. of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the yearly Rent, covenants, &c. hath demised, &c. and by, &c. doth as far as in him lieth, and as he lawfully may or can demise, &c. unto the said *B.* all that Messuage or Tenement, Buildings and Superstructure erected, built and now standing, or being on or upon all that Piece or Parcel of Ground, lying and extending all along the South-side of the Ground, which belongs to, &c. situate, &c. which said hereby demised Premises contain in Breadth, &c. together with all Lights, &c. except and always reserved out of this present Lease and Demise; and the said *B.* his Executors, Administrators and Assigns, are hereby restrained and barred the Liberty of Building upon or over the said Alley, called — or any Part thereof, and of making or digging any Cellars, Vaults or Rooms whatsoever, under the said Building hereby demised: And also except and reserved out of this present Lease and Demise, unto and for the said *A.* and his Successors, and his and their Assigns, and unto and for the Alderman, Deputy Common Council-Men, Inhabitants, Constables and Officers of the aforesaid Ward of *Cornhill* for the Time being, free Liberty of Ingress, Egress, Regress, Way and Passage for themselves, and all other Persons resorting to them, in, by and through the Stairs, Ways and Passages, unto, into, and from the Hall or principal Room, Kitchen, and other Rooms of the said Messuage or Quest-house, in and for the performing and executing the Affairs and Business of the said Ward; and also to keep their Wardmote Inquest yearly, during only their *Christmas* Sitting, being usually from the — Day of — until the — Day of — in the said Hall, Kitchen and Rooms, and during that Time, at the Charge of the said Wardmote Inquest, to dress, have, keep and spend their Victuals and Provision in the said Hall, Kitchen and Rooms, as heretofore hath been used, and to lay their Coals and Fuel for the aforesaid Time of the said Inquest's sitting in the Places therefore most convenient, and to have the continual Being and Standing of their Chest there, as formerly, for the Keeping of their Books, Weights, and other Things belonging to the said Ward; and that from Time to Time, and at all Times during the Term hereafter in these Presents granted, the said excepted Rooms at and during such the said Wardmote Inquest's sitting, to be free and clear of all Wares, Goods and Things, which may let or hinder them or their Meeting or Sitting: *To have* and to hold the said Messuage or Tenement, Buildings, and all and singular, &c. (except as herein before is excepted) unto the said *B.* &c. from the Feast, &c. last past, before the Date of these Presents, (at which Time a former Lease by Indenture bearing Date, &c. granted by *C.* Doctor of Divinity, late Rector of the said Parish-Church of, &c. (since deceased) unto *D.* of, &c. and the

Except.

And also
except.

Habend'.

Term thereby granted did determine and expire) for and during, and until the full End and Term of forty Years, from thence next ensuing, and fully to be compleat and ended, if the said *A.* shall so long live and continue Rector of the Parish-Church of St. ———— afore said: *Yielding, &c.* during the said Term hereby granted unto the said *A.* the yearly Rent or Sum of 40*s.* of lawful, *&c.* on the four, *&c.* And, *&c.* covenant from *B.* to *A.* his Executors, Administrators and Assigns, to pay the Rent, and covenant to repair, and to surrender at the End of the Term to the said *A.* his Successors and Assigns: And further, that he the said *A.* and his Assigns, and every or any of them, with Workmen, *&c.* and also that he the said *B.* his Executors, Administrators or Assigns, shall not, nor will at any Time or Times during this present Lease, disturb, impeach, or hinder the Benefit of having, using, or enjoying of the Liberties, Exceptions and Reservations afore said, or any of them contrary to the Tenor, true Intent and Meaning of these Presents: Nor shall or will demise, or let the said hereby demised Premises, or any Part thereof, or suffer the same, or any Part thereof, to be holden, used or enjoyed, unto or by any Person or Persons, which by themselves, or their Children, shall be any Ways chargeable to the Parish afore said, or to or by any Person or Persons, which shall in his or their Trade, Calling, Employment or Profession, use any Beating or Noise with the Hammer, or other knocking Instrument, or otherwise, to the Disturbance of Divine Service or Preaching, exercised in the said Parish Church. *Provided* always, *&c.* (that if the Rent is not paid within twenty-one Days) (being lawfully demanded): Or if the said demised Premises shall not be from Time to Time well and sufficiently repaired, and amended within the Time therefore above limited, after Notice thereof given or left as afore said: Or if the said *B.* his Executors, Administrators or Assigns, do or shall at any Time hereafter dig or make, or cause or suffer to be digged or made, any Vault, Cellar, or other Rooms whatsoever under the said Messuage or Tenement, or Building hereby demised, or any Part thereof: Or shall demise or let the Premises, or any Part thereof, or suffer the same, or any Part thereof to be holden, used or enjoyed, unto or by any Person or Persons, which shall, in his or their Trade or Profession, use any Beating or Noise with the Hammer, or other knocking Instrument, or otherwise, to the Disturbance of Divine Service or Preaching, to be exercised in the said Parish-Church: That then and from thenceforth, and at all Times then afterwards, in all or any of the said Cases, it shall and may be lawful to and for the said *A.* and his Assigns, or any of them into the said Messuage, *&c.* And the said *A.* for himself, his Executors, Administrators and Assigns, doth covenant, *&c.* (that *B.* may peaceably enjoy the Premises) (except before excepted) during the said Term hereby granted, without the lawful Let, *&c.* of or by the said *A.* or his Assigns, or of or by any other Person or Persons lawfully claiming, or to claim by, from or under him, them, or any of them, or by his, their, or any of their Act, Means, Interest, Consent or Procurement. *In Witness, &c.*

Covenant that the Lessee shall not hinder the Lessor the Benefit of the Exceptions.

Nor let the Premises to any Person, who or their Children shall become chargeable to the Parish.

Or to any that shall use any Knocking or Noise to disturb Divine Service.

Provided, &c. that if the Rent is not paid.

Or Premises repaired.

Or if the Lessee digs any Cellar.

Or let the Premises to any who shall use any Noise.

Then to re-entor.

There was a Fine paid to the Lessor for the Premises above letten, which was proper to be left out in the Lease; for it was a Question, whether he could take it, (it being contrary to Act of Parliament): Therefore the following Covenant was given by the Lessor to the Lessee, *viz.*

Cove-

Obser-
vation.

Covenant, That if the Lessor shall cease to be Rector of the Parish-Church within the first — Years, he or his Executors, &c. shall pay back Part of the Money paid him by the Lessee for a Fine.

WHEREAS by Indenture, bearing even Date herewith, made between *A.* Rector, &c. of the one Part, and *B.* &c. of the other Part; the said *A.* hath demised unto the said *B.* his Executors, Administrators and Assigns, all that Messuage, &c. in the said Indenture, particularly mentioned and described with the Appurtenances, (except as in the said Indenture is excepted): *To hold* from the Feast, &c. now last past, for and during the Term of forty Years, if the said *A.* shall so long live and continue Rector of the said Parish-Church, under the yearly Rent, Conditions, Covenants and Agreements in the said Indenture contained; for which Premises so demised, the said *B.* did pay unto the said *A.* as a Fine, the Sum of — *l.* of lawful, &c. although not expressed in the said Indenture. *Now these Presents witness,* That the said *A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, that in case he the said *A.* shall cease to be Rector of the Parish-Church of St. — aforesaid; so that the said *B.* his Executors, Administrators or Assigns, shall be thereby defeated of the Enjoyment of the said demised Premises, with the Appurtenances, (except as in the said Indenture is excepted) or any Part thereof, as he or they, otherwise ought to do, according to the said Indenture, before the Expiration of three Years, from the Commencement of the said Term of forty Years, or after the Expiration of the said three Years, and before the Expiration of five Years, from the Commencement of the said Term: Then he the said *A.* his Heirs, Executors or Administrators, shall and will, well and truly pay, or cause to be paid unto the said *B.* his Executors, Administrators or Assigns in the first Case, the Sum of — *l.* of lawful, &c. being one Moiety of the said Fine; and in the other Case, the Sum of — *l.* of like Money. *In Witness, &c.*

Another from a Rector of a Parish-Church, and confirmed by the Bishop of London; and Company of Drapers, Patrons of the said Church.

THIS Indenture quadripartite made, &c. between *A.* Rector of the Parish-Church of St. — of the first Part, the Right Reverend Father in God *B.* Lord Bishop of London of the second Part, the Right Worshipful the Master and Wardens, Brothers and Sisters of the Guild or Fraternity of the Blessed Virgin *Mary*, of the Mystery of *Drapers*, London, Patrons of the said Parish-Church of the third Part, and *C.* of, &c. of the fourth Part, *Witnesseth,* That the said *A.* for and in Consideration of the yearly Rents, covenants, &c. hath demised, &c. And by these Presents, by and with the Consent and Approbation of the said *B.* Lord Bishop of London, testified

testified by his being a Party to and Signing and Sealing these Presents ; and of the said Master and Wardens, Brothers and Sisters of the said Guild or Fraternity of the Mystery of *Drapers*, testified by their being Parties, and Affixing the Common Seal of their said Fraternity to these Presents, do demise, &c. unto the said *C.* his Executors, Administrators and Assigns, all, &c. (the Premises above) in the other Lease foregoing, Except and always reserved out of this present Demise, the Use of the Door or Outlet, leading on the Leads or Roof of the North Isle of the said Church, which is to be stop'd up, and all Use of the said Leads or Roof: *Habend* [Not as the other before, but as usual] for forty Years. And the said Right Reverend Father in God *B.* Lord Bishop of *London* ; and also the Right Worshipful the Master and Wardens, Brothers and Sisters of the Guild or Fraternity of the Blessed Virgin *Mary* of the Mystery of *Drapers*, *London*, for the Consideration aforesaid, do as much as in them lies, as Patrons, hereby ratify and confirm unto the said *C.* his Executors, Administrators and Assigns, all and every the Premises herein before demised, with the Appurtenances, (except as before is excepted): *To have* and to hold unto the said *C.* his Executors, Administrators and Assigns, for and during the said Term of forty Years herein before granted: *Yielding* and paying therefore yearly and every Year, for and during the said Term of — Years unto the said *A.* his Successors and Assigns, Rectors of the said Parish-Church of St. — for the Time being, the yearly Rent or Sum of 40*l.* of lawful, &c. on the four most, &c. And also yielding and paying such further Rent over and above the said — *l.* and in such Manner, as herein after on the Part of the said *C.* is promised and agreed: And the said *C.* &c. (covenants) with the said *A.* his Executors, Administrators, Successors and Assigns by these Presents, as followeth ; (*that is to say*) that he the said *C.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during the said Term hereby letten, well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators, Successors or Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. on the said four Feasts or Quarter-days of Payment in the Year above mentioned, according to the Reservation thereof aforesaid, and true Meaning of these Presents. And further, that if the said Messuage or Tenement, and Premises, or any Part thereof, shall at any Time or Times hereafter, during the said Term of — Years hereby granted, be letten, used, held or enjoyed, unto, or by any Person or Persons, who shall use or exercise therein, or in any Part thereof, the Art or Trade of a Brazier or Pewterer, or who shall in or by his or their Trade, Employment or Profession, use or make any Beating or Noise, or shall work with a great Hammer upon an Anvil, or with any other loud knocking Instrument, Tool or Implement, or who shall make any other offensive Noise: Or shall therein, or in any Part thereof, dress or sell Hemp, Flax or Tow ; or that shall therein, or in any Part thereof, use or exercise the Trade or Calling of a Cook or Baker ; or which shall use the Premises, or any Part thereof, for, or as a Tavern, Victualling-house, Ale-house, Coffee-house, or other Publick House ; or who shall use or exercise therein, or in any Part thereof, any Trade or Employment, whereby the said Premises, or the said Parish-Church, shall or may be endangered by Fire, or annoyed, or the Hearing of Divine Service or Preaching in the said Church, shall or may be hindered or disturbed: That then he the said *C.* his Executors, Administrators and Assigns, so often in the said Term, and for so long Time of the said Term, as the same Premises, or any Part thereof shall be so letten, used, held or enjoyed contrary to this Covenant, shall and will, well and truly yield, and pay, or cause to be paid, unto the said *A.* his Successors and Assigns, the

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further yearly Rent of — *l.* over and above the said yearly Rent of — *l.* herein before reserved, on the said four Feasts or Quarter-days above mentioned Quarterly, by equal Portions: And that when and as often as the said Premises, or any Part thereof, shall be let, used, held or enjoyed as aforesaid, during the said Term, the first Quarterly Payment of the said further Rent of — *l.* shall begin and be made on such of the said Quarter-days, which shall happen next after the said Premises, or any Part thereof, shall be letten, used, held or enjoyed as aforesaid: And that when and as often as the same shall cease to be let, used, held or enjoyed as aforesaid, during the said Term, between any of the said Quarter-days, a proportionable Part of the said further Rent of — *l.* for any such intermediate Time, between the said Days, shall be paid, on the next Day after, the same shall cease to be let, used, held or enjoyed as aforesaid. And the said *C.* &c. covenants with the said *A.* his Successors and Assigns by these Presents, as followeth; (*that is to say*) to repair, and surrender the Premises to the said *A.* his Successors and Assigns, at the End of the Term. And moreover, that it shall and may be lawful, to and for the said *A.* his Successors and Assigns, or any Person authorized by him or them, with Workmen, &c. within, &c. the said *C.* for himself, his, &c. (covenants) with the said *A.* his Successors and Assigns, to repair, &c. And the said *C.* for himself, &c. (covenants) with the said *A.* his Executors, Administrators, Successors and Assigns, by these Presents, that he the said *C.* his Executors, Administrators and Assigns, or any of his or their Under-tenants, shall not, nor will at any Time or Times, during the said Term of forty Years hereby granted, stop up, hinder or prejudice by any Buildings, or otherwise, the remaining — Foot of the Upper Part of the East Window of the North Isle of the said Church, which is always to be left free, open and clear, or any other Windows of the said Church. And likewise, that he and they will not at any Time during the said Term, use, or have any Door or Passage, or go, or permit, or suffer any Person or Persons to go upon, or over the Leads or Roof of the North Isle of the said Church, or lay or cast any Dirt, Rubbish, or other Things thereon; and shall and will fasten and stop up the present Door or Passage, leading upon the said Leads or Roof, and keep the same fastened and stopped up, during the said Term. *Provided* always, that if it shall happen the said yearly Rent, or Sum of 40 *l.* or the said further yearly Rent of — *l.* over and above the said 40 *l.* payable as aforesaid, or either of them, or any Part of either of them shall be behind or unpaid, by the Space, &c. That then, &c. it shall and may be lawful to and for the said *A.* his Successors and Assigns, into the said demised, &c. (as usual). And the said *A.* for himself, his Successors and Assigns, doth covenant, &c. (with *C.*) for peaceable Enjoyment, [*As usual*] without the lawful Let, &c. of or by the said *A.* his Successors or Assigns, or any of them, or of or by any other Person or Persons, by or through his or their Means, Act, Right, Title, Default, Privity or Procurement. *In Witness* whereof, to one Part of these Presents, remaining with the said *C.* the said *A.* and the said *B.* Lord Bishop of *London* have set their Hands and Seals, and the said Master and Wardens, Brothers and Sisters of the said Fraternity of *Drapers*, have affixed the Common Seal of their said Fraternity; and to the other Part of these Presents, remaining with the said *A.* the said *C.* hath set his Hand and Seal, the Day and Year first above written.

To repair.

To view.

Covenant not to stop up, or hinder the Lights of the Church.

Nor suffer any Person to go upon the Leads of the Church, nor to cast Dirt thereon. *Proviso* for Re-entry.

For peaceable Enjoyment.

In Witness, &c.

*From a Lord of a Manor and Church-wardens of a Parish,
of a Piece of Ground.*

THIS Indenture made, &c. between *A.* of, &c. Lord of the Manors of *B.* and *W.* in the said County of ——— and *B.* and *C.* of the said Parish of, &c. Church-wardens of the said Parish of *B.* of the one Part, and *D.* of, &c. of the other Part, *Witnesseth*, That for and in Consideration of the yearly Rent, &c. they the said *A. B.* and *C.* have, and each and either of them hath demised, &c. and by, &c. do, and each and either of them, doth demise, &c. unto the said *D.* his Executors, Administrators and Assigns, all that Piece, &c. commonly called, &c. containing by, &c. lying and being within the aforesaid Parish and Manor of *B.* abutting, &c. and all Ways, Paths, Passages, Waters, Water-courses, Liberties, Emoluments, Commodities, Advantages and Appurtenances, whatsoever to the said Piece or Parcel of Ground belonging, or in any wise appertaining: *To have* and to hold the said Piece or Parcel of Ground and Premises herein before mentioned or intended to be demised, with the Appurtenances unto the said *D.* his Executors, Administrators and Assigns, clear of all Taxes whatsoever, from the Feast, &c. (for 21 Years) *Yielding* and paying therefore yearly, and every Year, for and during the said Term of — Years hereby granted unto the said *B.* and *C.* and their Successors, Church-wardens of the said Parish of *B.* for the Time being, the yearly Rent or Sum of — *l.* of lawful, &c. on two of the most, &c. And the said *D.* for himself, his, &c. doth covenant, &c. to and with the said *B.* and *C.* and their Successors, Church-wardens of the said Parish of *B.* for the Time being, by these Presents, as followeth; (*that is to say*) that he the said *D.* his, &c. shall and will yearly and every Year, during the said Term hereby granted, well and truly pay, or cause to be paid, the said yearly Rent or Sum of — *l.* on the said two Feasts or Quarter-days of Payment above mentioned, according to the Reservation thereof aforesaid. And that he the said *D.* his Executors, Administrators and Assigns, or some of them, at his or their own Costs and Charges, shall and will, well and sufficiently, cleanse and keep the Ditch to the said Premises belonging, with all necessary Cleanings and Amendments whatsoever, from Time to Time, during the said Term, as often as Occasion shall require; and at the End of the said Term hereby granted, or other sooner Determination of these Presents, which shall first happen, the said hereby demised Premises, peaceably and quietly, shall and will leave, surrender, and yield up unto the said *B.* and *C.* or their Successors, Church-wardens of the said Parish of *B.* for the Time being. *Provided*, &c. (that if the Rent is not paid) that then, &c. it shall and may be lawful, to and for the said *B.* and *C.* and their Successors, Church-wardens for the Time being of the said Parish of *B.* or any of them into the said demised, &c. [*As usual*.] And the said *B.* and *C.* for themselves, and their Successors, Church-wardens of the said Parish of *B.* for the Time being, do jointly and severally, covenant, promise and agree, to and with the said *D.* his Executors, Administrators and Assigns, by these Presents, as followeth; (*that is to say*) that he the said *D.* his, &c. (paying the Rent, and performing the Covenants, may quietly enjoy) during all the said Term of — Years before granted, without any Let, &c. of or by the said *B.* and *C.* or their Successors, Church-wardens of the Parish aforesaid, or of or by any other Person

The Lessee to
cleanse a
Ditch.

Covenant
that the
Lessor
will pay
all Parish
Rates and
Duties.

or Persons whatsoever lawfully claiming, or to claim by, from or under them, either or any of them, or by or through their or any of their Means, Act, Default, Privy or Procurement: And that they the said *B.* and *C.* and their Successors, Church-wardens of the said Parish of *B.* for the Time being, shall and will at their Charge, bear, pay and discharge all Scots, Rates and other Parish-Duties whatsoever, which during the said Term hereby granted, shall be laid, taxed or charged upon the said Premises, or the said *D.* his Executors, Administrators or Assigns, in respect, or by Reason thereof, in any Manner of wise. *In Witness, &c.*

From Church-wardens of a Parish, with the Consent of the Vestry-Men of the said Parish.

THIS Indenture, &c. between *A.* Goldsmith, *B. C.* and *D.* Wardens of the Parish-Church of, &c. and of all and singular the Lands, Tenements, Goods, Rights and Ornaments, of and belonging to the same Parish and Parish-Church on the one Part, and *E.* of, &c. of the other Part, *Witnesseth,* That the said Church-wardens (by and with the good Liking, Direction and Consent of several of the antient Parishioners and Vestry-Men of the said Parish, first had and obtained at a General Vestry of Freedom and Lordship in that Behalf, held for the said Parish, at the usual Place there, for holding of such Vestries, on, &c. now last past, before the Date, &c. and by Virtue of an Order of Vestry then and there made) as well for and in Consideration of the Sum of — of lawful, &c. to them the said Church-wardens, or some of them in Hand, at or before the Enscaling and Delivery hereof, for and in the Name of a Fine; as also for the Consideration of the Rent, &c. doth demise, &c. all that Piece of Ground, which was formerly demised by the then Church-wardens of the same Parish to *L.* being Part of the Church-yard, situate, &c. *To have* and to hold, &c. for sixty-one Years, *Yielding, &c.* to the said Church-wardens, and their Successors, Wardens of the said Parish-Church for the Time being, (to the Use of the said Parish) the yearly Rent of 40 s. of lawful, &c. Quarterly, Power of Re-entry for the said Church-wardens, their Successors and Assigns; Covenant for Viewing, Covenant to pay the Rent, Covenant from the said Church-wardens, for themselves, their Successors and Assigns, Wardens of the Parish-Church afore said (for the Time being) for quiet Enjoyment, without any Let, &c. of them the said Church-wardens, their Successors, Wardens of the said Parish-Church for the Time being, or their Assigns, or of or by any other Person, &c. *In Witness, &c.*

A short Lease of a House, with Common Covenants.

THIS Writing indented made, &c. between *A.* &c. of the one Part, and *B.* of, &c. of the other Part, *Witnesseth*, That the said *A.* in Consideration of the Rent and Covenants hereafter mentioned, to be paid and performed by the said *B.* her Executors and Assigns, doth demise and let unto the said *B.* all, &c. together with all Rooms, Passages, Lights, Easements, Commodities and Appurtenances thereto belonging: *To have* and to hold the said hereby demised Premises, with the Appurtenances unto the said *B.* her Executors, Administrators and Assigns, for the Term of three Years, from the Feast of the, &c. next ensuing the Date hereof, fully to be compleat and ended, *Yielding* and paying: And the said *B.* for herself, her Executors and Assigns, doth hereby covenant and agree, to and with the said *A.* his Executors and Assigns, to yield and pay, or cause to be paid unto the said *A.* his Executors or Assigns, for and during the said Term of three Years, the yearly Rent of — *l.* of lawful, &c. Quarterly, on the four usual Feast-Days in the Year, *viz.* The Nativity of St. *John* the Baptist, &c. by equal Portions: And that upon Default of Payment thereof, or any Part thereof as aforesaid, it shall be lawful for the said *A.* his Executors and Assigns, to re-enter into the said Premises, and the same to have again: And the said *B.* her Executors and Assigns, and all others, thereout to expel and amove, any Thing aforesaid to the contrary notwithstanding: And the said *B.* doth hereby covenant and agree, for herself, her Executors and Assigns, to and with the said *A.* his Executors and Assigns, that she the said *B.* her Executors and Assigns, shall and will during the said Term of three Years hereby granted, at her own Charge, repair, uphold and support the said Premises, with the Appurtenances, with all needful Reparations and Amendments whatsoever; and upon Determination of the said Term herein before granted, shall and will leave and surrender the said Premises, with the Appurtenances so sufficiently repaired as aforesaid, with the several Things mentioned in the Schedule, endorsed on these Presents, in like good Repair, reasonable Use in the mean Time excepted; and all other Things which shall be fixt to the said Premises, and not removable: And that the said *A.* his Executors and Assigns, and all others having a Right in that Behalf, may at all Times quietly enter into the said Premises to view the same, and the Condition thereof; and of all Defaults or Wants of Repairs found, to leave Notice thereof in Writing, or otherwise for amending thereof; which Wants of Repairs, the said *B.* covenants with the said *A.* to make good within three Months after such Notice thereof left as aforesaid. *And lastly*, the said *A.* for him, his Executors and Assigns, doth covenant and agree, to and with the said *B.* her Executors and Assigns, that under the Rent and Covenants herein before reserved and contained, she the said *B.* her Executors and Assigns, shall and may peaceably hold and enjoy the said Premises, with the Appurtenances, during the said Term of three Years, without the Denial or Interruption of him the said *A.* his Executors and Assigns, or any claiming under him. *In Witness, &c.*

A short

A short Lease for one Year certain, and Half a Year's Warning, or Half a Year's Rent.

THIS Writing, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, That the said *A.* doth hereby let unto the said *B.* all that Messuage or Tenement, with all Rooms and Appurtenances thereto belonging, situate and being, &c. late in the Possession of *C.* for the Term of one Year, from the Feast-Day of, &c. now next ensuing, and from and after the Expiration of the said one Year, for such longer Time, as the said Parties shall agree, and until the Expiration of six Months after Notice given, either by the said *A.* to the said *B.* or at the said Premises, or by the said *B.* to the said *A.* upon any of the Quarter-days hereunder mentioned, for leaving the said Premises, or that the said *B.* shall at any Time, after the Expiration of the said one Year, pay to the said *A.* his Executors or Assigns, upon one of the Quarter-days hereunder mentioned, Half a Year's Rent, for the then next two succeeding Quarters, to determine these Presents; in either of which said Cases, the Term and Time of the said *B.* in the Premises, shall be determined, *Yielding* and paying: And the said *B.* for him, his Executors and Assigns, doth hereby covenant and agree, to and with the said *A.* his Executors and Assigns, to yield and pay, or cause to be paid unto *A.* his Executors or Assigns, for and during the said one Year, and after the Expiration thereof for such longer Time, as he, or they shall or may hold or enjoy the said Premises, by Virtue of these Presents, and until the Term therein hereby before granted, shall be determined as aforesaid, the yearly Rent of — *l.* of lawful, &c. Quarterly, on the four usual Feast-days in the Year, *viz.* *Lady-day*, &c. by equal Portions: And that upon Default of Payment, &c. [*As in the foregoing*] And the said *B.* &c. covenants, [*Also the same*] that he the said *B.* will, during the Continuance of the Term in the said Premises hereby granted, at his own Charge, repair, uphold and support the said Premises, with the Appurtenances, with all needful Reparations and Amendments whatsoever: And upon Determination of the Term herein before hereby granted, shall and will leave and surrender the said Premises, with the Appurtenances so sufficiently repaired as aforesaid, &c. [*As in the other, and also the Covenant to view, and there it left off; but whether the Covenant for Enjoyment was added in the Engrossment, I know not, but believe it proper.*]

From One, wherein a Mortgagee and a Trustee named in the Mortgage are made Parties.

THIS Indenture made, &c. between *A. &c. B. &c. and C. of, &c.* (Executor of the last Will and Testament of *D. late, &c. deceased*) of the one Part, and *E. of, &c.* of the other Part, *Witnesseth*, That for and in Consideration of the yearly Rent, &c. he the said *A.* and the said *B.* by his Direction and Appointment, testified by his being a Party to and Signing and Sealing these Presents, have and either of them hath demised, &c. And by these Presents, by and with the Consent of the said *C.* testified also by her Signing and Sealing these Presents, do and either of them, doth demise, &c. unto the said *E.* his Executors, Administrators and Assigns, all, &c. *Habendum* for twenty-one Years, *Yielding, &c.* unto the said *A.* his Heirs and Assigns, the yearly Rent, &c. Covenant to pay the Rent, Covenant to repair, Covenant for the said *A.* his Heirs and Assigns, with Workmen, &c. to view; Proviso for Re-entry, Covenant for peaceable Enjoyment. [*All as a Common Lease*] Then follows a Proviso for the Lessee to have Liberty to determine the Lease, at the Expiration of the first 11 Years; and next *A.* covenants, that the Lessee shall take out Policies of Insurance every 7 Years, in the Name of the Lessor, the Lessor paying 5 *l.* towards the Charge thereof; and next a Covenant, that a Pipe which supplies two Houses with Water, shall remain as now is. [*The former of these two last Covenants, is among the Covenants following, postea.*]

B. is Trustee, and C. is the Mortgagee.

N. B. There is another Lease where a Mortgagee is made a Party.

Of a House, wherein another Lease of two Houses was recited, and a Mortgage thereof; and that it was agreed that the said recited Lease should be surrendered, in Order for the Lessor to grant a separate Lease of one of the Houses to the Purchaser, who is the present Lessee.

Note; This was done to prevent the Premises purchased, being subject to the Ground-Rent of the other.

THIS Indenture tripartite made, &c. between *A. &c.* of the first Part, *B. &c. and C. &c.* of the second Part, and *D. of, &c.* of the third Part. *Whereas* the said *A.* by his Indenture of Lease under his Hand and Seal, bearing Date, &c. for the Consideration therein mentioned, did demise, grant, and to farm let unto the said *B.* all that Piece or Parcel of Ground, &c. together with all Ways, &c. *To have* and to hold the said Piece or Parcel of Ground and Premises unto the said *B.* his Executors, Administrators and Assigns, from the Feast, &c. next ensuing the Date of the said recited Indenture of Lease, unto the full End and Term of 99 Years, from thence, &c. at and under the Rent of one Pepper-corn only, for the first Year of the said Term, and at and under the yearly Rent of — *l.* of lawful, &c. without any Deduction for Taxes, payable on the Feast-days of, &c. in every Year; during the Residue of the said Term,

Recital of a Lease.

And that
2 Houses
are built
on the said
Ground.

Recital of
the Mort-
gage.

And En-
dorfe-
ment
thereon
for a fur-
ther Sum.

And that
for the
Confide-
ration of
— l. paid
for the
Purchase,
&c.

And that
the Lease
is surren-
dred, in
order for
another
to be
granted
to the
Purcha-
ser of one
House.

And ano-
ther Lease
to the Sel-
ler of
the other
House.

Now, &c.
For the
Confide-
ration of
the Sur-
render of
the Lease.

And of
the Rent,
&c.

The Les-
for de-
mises.

as by the said recited Indenture of Lease, Release, &c. *And whereas* the said *B.* hath at his own proper Charge, erected and built two Messuages or Tenements, on Part of the said Piece or Parcel of Ground, by the said recited Lease demised. *And whereas* the said *B.* by Indenture of Assignment or Mortgage, dated the, &c. did assign the said recited Lease and Premises thereby demised, and Erections thereon then built and building, to the aforesaid *C.* for the Securing the Sum of — l. to him lent by the said *C.* with Interest: And by Endorsement on the said Mortgage, Deed or Assignment, bearing Date the, &c. did charge the same, for securing the further Sum of — l. to him lent by the said *C.* with Interest, as by the said recited Indenture of Assignment and Endorsement thereon, Release, &c. *And whereas* the said *B.* in Consideration of the Sum of 150 l. to him paid, or secured to be paid by the said *D.* by and with the Consent of the said *C.* testified by his being a Party to and Signing and Sealing these Presents, hath sold or contracted, and agreed to sell unto the said *D.* the Messuage or Tenement herein after demised, being one of the Messuages or Tenements by him erected, and built on Part of the said Piece of Ground, by the said recited Lease demised. *And whereas* the said *B.* and *C.* before the Sealing and Delivery hereof, have actually surrendered and deliver'd up the said recited Lease unto the said *A.* which Surrender thereof, it is hereby declared by all the said Parties to these Presents, was so made to to the Intent, the said *A.* may grant a separate Lease of the said Piece of Ground and Messuage, or Tenement thereon built, so bought and purchased, or agreed to be bought and purchased by the said *D.* and herein after demised to him the said *D.* a Part from the other Messuage erected on the said Piece of Ground, letten by the said recited Lease; and for vacating and destroying all the Estate, Right and Title of the said *B.* and *C.* their Executors, Administrators and Assigns, and either and every of them, of, in and to the same; so that the said *D.* his Executors, Administrators and Assigns, may hold and enjoy the same, for the Term herein granted, subject only to the Rent, and Covenants herein reserved and contained. And that the said *A.* may also grant a separate Lease to the said *B.* of the other Part of the said Ground and Messuage, or Tenement thereon built, for the Residue of the said Term of 99 Years, by the said recited Lease granted. *Now this Indenture witnesseth,* That for and in Consideration of the Surrender of the said herein before recited Lease, and of the Costs and Charges which the said *B.* hath laid out and expended in the Erecting and Building of the said Messuage or Tenement herein after demised: And of the Sum of — to him the said *B.* paid by the said *D.* at or before Sealing and Delivery hereof, for the Purchase thereof, and of his Term and Interest therein: And in Consideration of the yearly Rent, Covenants and Agreements herein after reserved, mentioned and contained, by and on the Part and Behalf of the said *D.* his Executors, Administrators and Assigns, to be paid, done and performed, as here-under is mentioned, he the said *A.* hath demised, &c. and by these Presents, by and with the Direction and Consent of the said *B.* and *C.* testified by their being Parties to and Signing and Sealing these Presents, doth demise, &c. unto the said *D.* his Executors, Administrators and Assigns, all that Piece or Parcel of Ground, situate, &c. [*Describe it otherwise than as before, it being only of Half of the Ground*] And also all the Brick Messuage or Tenement, lately erected and built on Part of the said Piece or Parcel of Ground, and all other Erections and Buildings thereupon, or upon any Part

Part thereof erected, and which shall be erected and built, as the said Messuage or Tenement are now built, and the rest of the said Ground inclosed, and are now in the Possession or Occupation of the said D. together with all Ways, Passages, Lights, Easements, Waters, Water-couries, Conveniencies, Privileges, Commodities and Appurtenances whatsoever, to the said Piece or Parcel of Ground, Messuage or Tenement, and Premises belonging, or in any wise appertaining: *To have* and to hold the said Piece or Parcel of Ground, Messuage or Tenement, and all other the Premises herein before mentioned, or intended to be demised, with their and every of their Appurtenances unto the said D. his Executors, Administrators and Assigns, from the Feast of, &c. next, &c. unto the full End and Term of ninety-eight Years, and Half a Year from thence, &c. *Yielding* and paying therefore unto the said A. his Heirs and Assigns, for the first Half Year of the said Term of ninety-eight Years and an Half, the Rent of one Pepper-corn only, on the last Day thereof, if the same shall be lawfully demanded: *And* also yielding and paying yearly, and every Year, for and during the remaining ninety-eight Years of the said Term hereby granted unto the said A. his Heirs and Assigns, the yearly Rent or Sum of 12 s. of lawful, &c. free and clear, and without any Deduction or Abatement whatsoever, for any Manner of Taxes, or otherwise howsoever, at two of the most, &c. The first Payment thereof to begin, and be made, &c. And if it shall happen that the said yearly Rent of 12 s. or any Part thereof, to be behind and unpaid in Part, or in all, by the Space, &c. [*The same as the Proviso to re-enter*] And the said D. &c. covenants, that he the said D. his Executors, Administrators and Assigns, shall and will truly pay, or cause to be paid unto the said A. his Heirs and Assigns, the said yearly Rent or Sum of 12 s. of lawful, &c. free and clear, and without any Deduction or Abatement, for or in respect of any Taxes, or other Impositions whatsoever as aforesaid, on the said several Feasts or *Quarter-days* of Payment above mentioned, according to the Reservation thereof aforesaid, and true Meaning of these Presents: And also that he the said D. his, &c. (to repair, covenant to view, and covenant for peaceable Enjoyment.) [*As usual.*]

Habend.

Reddend. a Pepper-corn for the first half Year.

Reddend. for the Remainder of the Term of

— l. per Ann. clear of Taxes.

Covenant that if the Rent is not paid to re-enter.

Of a Liberty to hang a Sign.

THIS Indenture made, &c. between A. &c. of the one Part, and B. of, &c. of the other Part, *Witnesseth*, That in Consideration of a certain competent Sum of lawful, &c. to the said A. in Hand, at or before the Sealing and Delivery of these Presents, by the said B. well and truly paid; the Receipt whereof and himself satisfied therewith, the said A. doth hereby acknowledge, and thereof doth acquit and discharge the said B. his Executors, Administrators and Assigns, he the said A. hath demised, granted and letten, and by, &c. doth, &c. unto the said B. his Executors, Administrators and Assigns, the free Use, Liberty and Privilege of a Messuage or Tenement belonging to the said A. now in the Occupation of —, situate, &c. thereon to fix and hang the Sign of *George and Vulture*, with Irons; and free Liberty as often as Occasion shall require, to fix Ladders or Scaffolds to the said Messuage or Tenement, to repair, amend, or take down and put up again the said Sign as aforesaid: *To have*, hold and enjoy the said free Use, Liberty and Privilege before granted and letten unto the said B. his

B b b b

Execu-

Executors, Administrators and Assigns, from the Feast-day of, &c. for, and during, and unto the full End and Term of 25 Years from thence, &c. *Yielding* and paying therefore yearly during the said Term, unto the said *A.* his Executors, Administrators and Assigns, the Rent of one Pepper-corn only, on the Feast-day of, &c. if demanded of the said *B.* his Executors, Administrators or Assigns. And the said *A.* for him, his Executors, Administrators and Assigns doth covenant, grant and agree, to and with the said *A.* his Executors, Administrators and Assigns, that he the said *B.* his Executors, Administrators and Assigns, shall and may from henceforth until the Feast-day of, &c. and afterwards for and during the Term aforesaid, use, have and enjoy the free Use, Liberty and Privilege before granted, without any Let, Suit, Molestation or Interruption of or by the said *A.* his Executors, Administrators or Assigns, or any other Person or Persons whatsoever. *In Witness, &c.*

Of a Stall or Standing in the Royal Exchange.

THIS Indenture made, &c. Between *A.* of, &c. of the one Part, and *B.* of, &c. and *C.* of, &c. of the other Part, *Witneseth*, That the said *A.* for and in Consideration of the Rent, &c. and for other good Considerations him thereunto moving, hath demised, &c. and by, &c. doth demise, &c. unto the said *B.* and *C.* all that Stall or Standing, being on the South Side of the Royal Exchange in *London*, in the outward Part of the inward Pawn thereof, containing in Front — Foot of Assize, little more or less, which heretofore was in the Tenure or Occupation of —, or of his Undertenants and Assigns, and now of the said *B.* and *C.* bounded East by a Passage leading into the South outward Pawn, and West by a Shop, now or late in the Tenure of — : *To have and to hold* the said Stall or Standing, and Premises hereby demised, with the Appurtenants and every Part thereof, unto the said *B.* and *C.* their Executors, Administrators and Assigns, from the Feast, &c. for and during, and unto the full End and Term of two Years from thence, &c. *Yielding* and paying; and the said *B.* and *C.* for themselves, and either of them, their Executors, Administrators and Assigns do covenant, &c. to yield and pay, or cause to be paid therefore unto the said *A.* yearly and every Year, during the said Term, the yearly Rent or Sum of — *l.* of lawful, &c. at the four most usual, &c. And if it shall happen, &c. (if the Rent is not paid, to re-enter as in a Proviso) And the said *B.* and *C.* for themselves, &c. covenant, that they the said *B.* and *C.* their Executors, Administrators and Assigns shall and will at the End and Expiration of the said Term of — Years hereby granted, peaceably and quietly leave, yield and deliver up the quiet and actual Possession of the said Stall or Standing and Premises herein before demised, unto the said *A.* his Executors, Administrators and Assigns, without any Suit in Law, or other Trouble whatsoever, together with all and every the Freeze, Forestal, Backskirting, Shop-windows, and other Things thereunto belonging, then and at all Times during the said Term, sufficiently repaired, amended and kept at their own Costs and Charges: And the said *A.* for himself, &c. (covenants) for peaceable Enjoyment. [*As usual, until the Words*] Default or Procurement, discharged or saved harmless by the said *A.* his Executors, Administrators or Assigns, of and from the several Rents and Covenants reserved and contained in and by the Indenture of Lease, whereby the said *A.* holdeth the said Premises;

misses; and from all Actions, Suits, Distresses, Re-entries and Damages, for or by Reason of the said Rent and Covenant, or the Non-payment or Non-performance thereof, in any Manner of wise. *In Witness, &c.*

The following Covenant was tackt to the Draught, viz.

Covenant that the Lessees shall not renew or endeavour to renew their Lease of the Persons of whom the present Lessor holds, but with his Consent; but if they shall with such Consent, they to assign the same to the present Lessor, upon Forfeiture of 500 l. and he to grant a new Lease to them.

THIS Indenture made, &c. between B. of, &c. and C. &c. of the one Part, and A. of, &c. of the other Part. *Whereas* the said A. by Indenture of Lease, &c. (*Recite the foregoing Lease, but short*) *Now this Indenture witnesseth*, That the said B. and C. for themselves, and either of them, their and either of their Executors, Administrators and Assigns, in Consideration of the said Indenture of Lease, the Term therein granted being in Part of the Term agreed to be granted by a former Lease of the said Premises, and the Rent thereby reserved being so sunk, reduced and abated to the said B. and C. from — *l. per Ann.* for and in respect of the Covenants herein contained, by the said B. and C. to be performed; and for and in Consideration of these Presents and the Covenants therein contained, do covenant, grant and agree to and with the said A. his Executors, Administrators and Assigns by these Presents, that neither they the said B. or C. their Executors, Administrators or Assigns, nor either or any of them, nor any other Person or Persons holding or claiming, or to hold or claim by, from or under them, or any of them, shall not nor will directly or indirectly at any Time or Times hereafter, for the Space of — Years now next coming (without the Direction and Consent of the said A. his Executors, Administrators or Assigns, first had and obtained in Writing, and for his and their own Uses) go about, seek, or endeavour to renew, or procure, or take, or contract for the Taking or Getting the said Stall or Standing, and Premises letten in and by the said Indenture of Lease, or any Part thereof, or any Lease or Leases, Grant or Demise thereof, of or from the City of *London*, and Company of Mercers, or any Committee, or other Person or Persons whatsoever save only from the said A. his Executors, Administrators or Assigns in any Kind whatsoever: For it is now, and at the Time of making the said Indenture it was expressly provided, declared and agreed, That the said A. his Executors, Administrators and Assigns are to have, and shall have and take to his and their own Use and Uses, the full, absolute, sole Benefit and Advantage of renewing and taking of every or any such new Lease or Leases: And that the said B. and C. their Executors, Administrators and Assigns shall be excluded and debarred from having or taking such new Lease or Leases (other than by Consent of the said A. his Executors or Assigns, and for his and their own Use and Uses: *Whereupon* the said B. and C. for themselves, and either of them, their Executors, Administrators and Assigns, do further covenant, grant and agree to and with the said A. his Executors, Admini-

strators and Assigns by these Presents, That if they the said *B.* and *C.* their Executors, Administrators or Assigns, or either, or any of them, or any Tenant or Occupier of the Premises holding or claiming, or to hold or claim by, from or under them, either or any of them, or by their or any of their Means, shall renew, take or accept of any such new Lease, contrary to the preceding Covenant in that Behalf, or by Consent of the said *A.* his Executors or Assigns as aforesaid, That then they the said *B.* and *C.* their Executors or Administrators, or the Tenants or Occupiers of the said Premises, so taking any such new Lease, Estate or Term, shall and will either forthwith grant and assign the same new Lease, Stall or Standing, and her and their Term and Estate therein, unto the said *A.* his Executors or Administrators, clear of all Incumbrance done by them, or either or any of them, or in lieu thereof shall and will forfeit and pay to the said *A.* his Executors or Assigns, the Sum of 500 *l.* for Damages sustained by him the said *A.* his Executors, Administrators or Assigns, touching the Premises: In further Consideration whereof it is agreed, and the said *A.* for himself, his Executors and Administrators, doth covenant, grant and agree to and with the said *B.* and *C.* and either of them, their Executors, Administrators and Assigns by these Presents, That if they the said *B.* and *C.* their Executors, Administrators, Tenants or other Occupiers of the Premises, or any of them shall take or renew any such Lease of the Shop or Stall aforesaid, and shall assign the same unto the said *A.* his Executors or Administrators, according to the true Intent and Meaning of these Presents, that then the said *A.* his Executors or Administrators will bear the Charge of such Assignment, and of the Charges and Fine, *Bona Fide* paid, for renewing and taking such Lease; and shall and will within — Days next after such Assignment of the said new Lease, Stall and Premises, make and execute another Lease, Grant or Redemise by Indenture of the said Stall or Standing, with the Appurtenances, to her, them, or any of them that shall so assign the said new Lease, as aforesaid, for the Term of — Years, to begin from the End, Expiration, or other Determination of the said recited Lease of two Years; which new Lease shall be at the like Rent of 40 *l.* per Ann. (the Rent being so sunk and reduced from 45 *l.* per Ann. in lieu of their Care and Pains in taking and assigning of such new Lease as aforesaid, and for and under such other Covenants and Conditions therein to be contained, as are contained in the said recited Indenture of Lease (*Mutatis Mutandis*) which Lease the said *B.* and *C.* do agree that they, their Executors, Administrators or Assigns will accept of, and will seal and execute a Counterpart thereof to the said *A.* his Executors, Administrators or Assigns. *In Witness, &c.*

Of a little Slip of Ground thro' which a Drain is made, paying a Pepper-corn Rent, but the Lessee to keep the Drain cleansed, and he to have Liberty to build over it, and at the End of the Term Covenant to surrender the Premises, and Liberty for the Lessee to come upon the Ground of the Lessor to cleanse the Drain; and Covenant for peaceable Enjoyment.

THIS Indenture made, &c. between *A. &c.* of the one Part, and *B. &c.* of the other Part, *Witnesseth*, That in Consideration of the Rent, &c. he the said *A.* hath demised, &c. [*As usual*] all that Piece of Ground, &c. through which the said hereby demised Piece of Ground is made, and is to be continued a Drain or Water-course from the Street aforesaid into the Ground backwards, belonging to the aforesaid Messuage of the said *A.* and thro' the said Ground to the Ditch hereunder mentioned; together with free Leave and Liberty to and for the said *B.* to set and build any Wall or Part of his aforesaid Messuage or Tenement, or other Building over the said Piece of Ground as the same is begun, and as he or they shall think fit to build the same: *To have* and to hold the said Piece of Ground and Premises hereby demised, unto the said *A. &c.* (for 41 Years) *Yielding* and paying therefore yearly and every Year, &c. (a Pepper-corn if demanded): *And* the said *B. &c.* (covenants) [with *A.*] as followeth, (*That is to say*)

That he the said *B.* his Executors, Administrators and Assigns, shall and will from Time to Time and at all Times during the said Term, at his and their own Charge maintain and keep the said Drain or Water-course running thro' the said Piece of Ground hereby demised, and from thence thro' the Ground lying behind the said Messuage of the said *A.* on the North Side of the said Piece of Ground hereby letten, a free and clear Water-course from the aforesaid Street to the Ditch lying Westwards, about — Foot from the said hereby letten Premises; and shall and will at all Times indemnify and keep harmless the said *A.* his Executors, Administrators and Assigns, from all Indictments, Suits, Troubles and Damages for or concerning the said Water-course not being kept free and clear as aforesaid, so as he and they, or his and their Servants and Workmen may at all Times as Occasion shall require, freely come into and upon the Ground lying behind and belonging to the aforesaid Messuage of the said *A.* to open, cleanse and repair the same as hereunder is mentioned, according to the true Meaning of these Presents: And that he the said *B.* his Executors, Administrators or Assigns, at the Expiration of the said Term, or other sooner Determination of these Presents shall and will surrender and yield up the said hereby demised Premises, and the said Drain so maintained and kept as aforesaid, unto the said *A.* his Executors, Administrators or Assigns as aforesaid: And the said *A. &c.* (covenants with *B.*) as followeth, (*That is to say*) That he the said *B.* his Executors, Administrators and Assigns, and his and their Servants and Workmen shall and may at all Times freely come, go, pass and repass through the aforesaid Messuage belonging to the said *A.* into, upon and from the Ground lying behind the same, to open, cleanse and repair the said Drain lying through the same to the Ditch aforesaid, from Time to Time, as often as Occasion shall require, during the said Term: *And lastly*, that he the said *B.* his Executors, Administrators and Assigns performing the Covenants aforesaid

Covenant
for the
Lessee to
maintain
& cleanse
a Water-
course.

And in-
demnify
the Lessor
from all
Indict-
ments,
&c. by
Reason
thereof.

Covenant
that the
Lessee
may
come up-
on the
Ground
of the
Lessor to
cleanse
the Drain.

That the
Lessee
may
make or
build a
Wall over
the Water-
course.

faid, on his and their Parts to be performed, shall or lawfully may erect, build and set any Wall or Part of the Messuage aforesaid, or any other Building which he already hath or shall think fit hereafter to build over the said Piece of Ground hereby demised, and Water-course therein; and that he and they shall and may peaceably and quietly have, hold and enjoy the same and such Building as aforesaid, for and during all the said Term of — Years hereby granted without any Let, &c. [*As usual*] *In Witnesses, &c.*

Of an Armory Mill and Tools, and Things thereunto belonging, to be used by the Lessor and Lessee monthly by Turns; and of a Dwelling-house and Moiety of Gardens, Habend' for — Years, with particular Covenants, as in the Margin.

Confide-
ration.

Demise.

Premises

Demise
of other
Premises

THIS Indenture made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the Sum of — of lawful, &c. to him in Hand paid, at or before the Enfealing and Delivery hereof, the Receipt whereof he the said *A.* doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit, release and discharge the said *B.* his Executors, Administrators and Assigns, and every of them for ever by these Presents; and for and in Consideration of the Rent and Covenants herein after mentioned, to be paid, done and performed by and on the Part and Behalf of the said *B.* his Executors Administrators and Assigns, he the said *A.* hath demised, set and to Farm let, and by, &c. doth, &c. unto the said *B.* his Executors, Administrators and Assigns, all that Mill and Mill-house, situate, &c. commonly called or known by the Name of the Armory Mill; and all Tools, Utensils, Implements and Materials of all Sorts whatsoever, thereof, or to, or with the said Mill, or any Part thereof used, serving, belonging, or in any wise appertaining, for the said *B.* his Executors, Administrators and Assigns, and his and their Workmen and Servants, to have the Use, Working and Employment thereof for his and their own Benefit, monthly, for every other Month in the Year, alternately with the said *A.* his Executors, Administrators and Assigns; (*That is to say*) The said *A.* is to have the Use and Employment thereof for this present Month of *May*, and the said *B.* for the next succeeding Month; and so the same to continue and be used by them respectively for every other Month in the Year in their Turns during the Term hereunder letten: *And* the said *A.* for the Consideration aforesaid doth demise, set and to Farm let unto the said *B.* his Executors, Administrators and Assigns, all that dwelling House under the same Roof with the Mill aforesaid, and belonging thereunto (Except one little Room, &c.): *And* doth also let to him and them the two Warehouses belonging to the said Mill and dwelling house: *And* also the one full and equal Moiety or Half-Part of all those two Slips or Parcels of Ground, &c. planted with some few small Oziers, and some small Fruit-trees, &c. (and a Garden and Piece of Meadow, *described as usual*); and also all Waters, Water-courses, Flood-gates, Commodities, Ways, Paths, Liberties, Easements, Profits and Appurtenances whatsoever, to the said Mill and other the Premises hereby demised belonging or appertaining, or to or with the same, or any Part or Parcel thereof,

used, occupied or enjoyed; which said Mill and Premises are now in the Occupation of the said *A.* To have, use and enjoy the said Mill and Mill-Habend, house, and the Tools, Utensils, Implements and Materials thereof and there-to belonging, unto the said *B.* his Executors, Administrators and Assigns, monthly, and every other Month in the Year alternately, with the said *A.* his Executors, Administrators and Assigns, from and after the first Day of this instant Month of *May*, to be accounted in Manner as aforesaid: *And to* ^{Et Ha-} *bend.* have and to hold the said dwelling House and Ware-houses (except as is before excepted) and the Moiety of the said several Pieces or Parcels of Land unto the said *B.* his Executors, Administrators and Assigns, from the said first Day of *May* now instant, for, and during, and unto the full End and Term of — Years from thence next, *Ec. Yielding and* ^{Reddend.}

paying therefore yearly and every Year, during the said Term on the Feast, *Ec.* the Rent of one Pepper-corn (if the same be lawfully demanded): *And* it is mutually agreed by and between the said Parties, and each of them for himself, his Executors, Administrators and Assigns doth hereby covenant, promise and agree to and with the other of them, his Executors, Administrators and Assigns, that each of them, his Executors, Administrators and Assigns respectively within one Month always after Notice or Request in that Behalf to be given or left in Writing by the other of them at the said Premises, shall and will bear, pay and discharge the one full and equal Moiety or Half-Part of all such Sum and Sums of Money, Charges and Expences which shall or may from Time to Time, during the Term aforesaid, be expended, laid out or disbursed by the other of them; or which shall become and grow due and payable to Workmen or others, for the Maintaining, Amending and Keeping the said Mill, Mill-house, Flood-gates, Tools and other Materials and Things to the said Mill belonging, in sufficient and necessary Repair, during all the said Term hereby letten: And that if either of them shall neglect or refuse to pay his Half-Part of the Charge from Time to Time of the necessary Repairs of the said Mill and Premises after the End of the said one Month's Notice thereof to be given as aforesaid; and the other of them the said Parties shall pay the full Charge of such Repairs: In such Case such of them that shall so advance and pay the other's Part thereof, shall and may work the said Mill in the other's Month or Turn, until the Money so advanced for him be made good and satisfied by the Use of the said Mill: A Month's Use whereof in such Case shall be valued at 30 s. Any Thing in these Presents to the Contrary notwithstanding: *And* that if either of them the said Parties shall think fit to buy any new Tools for the said Mill, or to build any new Forge, Shop or Stable in or upon the said Premises, that then and in such Case the other of them shall have the Space of — Days to resolve whether he will pay his Half-Part of the Charge of such new Tools so to be bought, or such new Forge, Shop or Stable, which shall be so built upon the said Premises, or not: And if at the End of the said — Days the other of them shall refuse to pay the Half-Part of the Charge of such new Tools, and of the Building such new Forge, Shop or Stable, or shall within the said Time declare he will not be concerned therein, that upon such the other's Refusal or Declaration as aforesaid, the said new Tools, Forge, Shop and Stable are to remain for the sole Use and Benefit of such of them who bought and built the same;

Mutual Covenant that each Party upon Notice or Request shall pay one Moiety of Money payable to Workmen, and for Tools and other Charges.

And if either of them refuse or neglect to pay his Share, and the other shall be forced to pay it, then such to work the Mill in the other's Turn until the same is satisfied by the Use of the said Mill, which is to be valued at — s. per Month.

And that if either shall buy any new Tools, &c. the other shall have — Time to resolve whether he will pay his Share or not.

And if he refuses to pay his Share, then they to remain to the Benefit of him that bought them.

The Lessee covenants that the Lessor shall have the Use of the Mill and Tools in his Turn.

And peaceably surrender at the End of the Term.

And if he shall not have Occasion for the Mill in the Month of his own Turn, that then the other may use it on Request, he paying for it as shall be agreed.

The other covenants the same vice versa.

That the Lessee may peaceably enjoy.

That the Lessor shall pay the Rent reserved upon the original Lease, and indemnify the other therefrom.

same; any thing in these Presents to the Contrary notwithstanding. And the said *B.* for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *A.* his Executors, Administrators and Assigns by these Presents in Manner following; (*That is to say*) That he the said *B.* his Executors, Administrators and Assigns shall and will permit and suffer

the said *A.* his Executors, Administrators and Assigns, to have the free Use, Working and Employment of the said Mill and Tools thereunto belonging, and of such other Tools as shall be bought by either of the said Parties for the said Mill, of the Charge or Cost whereof the said *A.* his Executors, Administrators or Assigns shall pay his or their Half-Part as aforesaid, every other Month in the Year in his Turn, during the Term hereby letten; and that at the Expiration of the said Term hereby letten (if the said *B.* his Executors, Administrators or Assigns shall not renew or give Notice to and agree with the said *A.* his Executors, Administrators or Assigns for the Renewing, Having or Taking a further Lease or Term of and in the said Premises, after the Expiration of the Term hereby granted, as herein after is mentioned and agreed in that Behalf), he the said *B.* his Executors, Administrators and Assigns will peaceably and quietly surrender and deliver up all the said hereby demised Premises unto the said *A.* his Executors, Administrators and Assigns in as good Repair and Condition as the same now are, reasonable Use and Wearing thereof in the mean Time excepted, so far forth

as shall concern his Half-Part and Share of such necessary Repair thereof as aforesaid: And the said *B.* for himself, his Executors, Administrators and Assigns doth covenant, promise and agree to and with the said *A.* his Executors, Administrators and Assigns, that if the said *B.* his Executors, Administrators or Assigns shall not have Occasion to imploy the said Mill in the Month wherein by his Turn he ought to have the Use thereof, as aforesaid, that then and so often he the said *A.* his Executors, Administrators and Assigns on Request in that Behalf may work the said Mill in his the said *B.*'s Month, allowing the said *B.* his Executors, Administrators and Assigns for every such Month so much lawful, &c. as shall be in that Behalf agreed upon between them; which the said *A.* doth agree in such Case to pay and allow accordingly: And the said *A.* for himself, his Executors, Administrators and Assigns doth covenant, &c. (with *B.*) in Manner and Form following; (*That is to say*) That if the said *A.* his Executors, Administrators or Assigns shall not have Occasion, &c. [*The same as the preceding Covenant*]: And that he the said *B.* his Executors, Administrators and Assigns, performing the Covenants herein contained on his or their Parts to be done and performed, shall and may lawfully and peaceably hold and enjoy all the said Premises hereby demised, for and during the said Term of Years and Time hereby letten, without any Let, &c. of or by the said *A.* his Executors, Administrators or Assigns, or any other Person or Persons lawfully claiming; or which shall or may claim, by, from or under the said *A.* his Executors or Administrators, or by, from or under the Lease granted of the said Mill to the said *A.* and others; or by or through their or either of their Means, Act, Default or Procurement: And that he the said *A.* his Executors and Administrators shall and will well and truly pay, or cause to be paid the Rent of — *l.* reserved on the Lease, whereby he holds the said Premises as the same shall become due, and thereof and therefrom, and from all Suits, Re-entries,

tries, Distresses, Charges and Damages, by Reason thereof or the Non-payment thereof, shall and will at all Times save, and keep harmless, and indemnify the said *B.* his Executors, Administrators and Assigns, and his and their Goods and Chattels and every of them: *And lastly*, the said *A.* &c. (covenants with *B.*) That in Case he the said *A.* his Executors, Administrators or Assigns, or any claiming from, by or under, or in Trust for him or them, shall renew or take a further Lease or Term of and in the said Premises hereby demised from and after the Expiration of the present Lease whereby he now holds the same, that then and in such Case he the said *A.* his Executors, Administrators and Assigns shall and will give Notice thereof to the said *B.* his Executors, Administrators or Assigns, and he or they shall have the Liberty or Refusal for the Space of — after such Notice so given, to have and take a new or further Lease or Term of and in the said Premises hereby demised from the Expiration of the Term hereby granted, for all or such Part of the Term which shall be so granted to the said *A.* or not: And if he or they shall declare that they will take a further Lease or Term in the said Premises; in such Case the said *A.* his Executors, Administrators and Assigns will grant a new or further Lease of the said Premises to the said *B.* his Executors, Administrators or Assigns, for all or such Part of the said Term as he or they shall require upon the same Considerations and Agreements, for which such new or further Lease or Term of and in the said Premises shall be so renewed or granted to the said *A.* his Executors, Administrators or Assigns, or any other Person or Persons in Trust or for the Use or Benefit of him, them, or any of them, or any claiming or to claim by, from or under him, them, or any of them. *In Witness, &c.*

Covenant that the Lessor shall give the Lessee Notice if he renews his Lease, and that the Lessee shall have the Liberty also to renew.

Of several Rooms and Conveniencies in a House; Habend' for one Year, and after the Expiration thereof for so long of the Term of 11 Years, as the Lessee shall think fit to hold, and until six Months Notice; with particular Covenants, as in the Margin.

THIS Indenture made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, That for and in Consideration of the Rent and Covenants, &c. He the said *A.* hath demised, &c. and by, &c. doth demise, &c. unto the said *B.* her Executors, Administrators and Assigns, the several Rooms and Conveniencies in and belonging to, and being Part of a certain Messuage or Tenement, situate, &c. commonly called or known by the Name or Sign of — late in the Tenure or Occupation of —, and now, &c. which are herein after particularly mentioned, (*that is to say*) The whole second Floor of the said Messuage or Tenement, containing a large Dining-Room, &c. The third Floor of the said Messuage, containing, &c. and the free Use and Liberty of the uppermost Garret of the said House for drying of Clothes and any other Occasions whatsoever; and likewise of the necessary House and of the Leads or Balcony on the Top of the said House, in common with the said *A.* his Executors and Administrators, and his and their Family; together with the Vault lying under Part of the said Messuage; and the Passage leading to the same, which is or is to be parted

Premises

C c c c

off

off and divided from the rest of the Cellar belonging to the said House, at the Charge of the said *A.* which Partition is to go from the Jetty that is next the Stairs of the said Cellar to the Vault aforesaid; together with a Way or Passage to and from the said hereby letten Premises into and from the Street through the Entry leading to the Stairs of the said House, which is at all Times, during the Term hereunder mentioned, to be continued and used therewith; and for and as the Passage to and from the said Premises by the said *B.* her Executors, Administrators and Assigns, and her and their Family, and all others coming or resorting to her or them, as the same is now divided from the Shop of the said House: And also all Lights, the River-Water as now laid in, Water-courses, Commodities and Appurtenances whatsoever to the said hereby letten Premises belonging, or in any wife appertaining, or used, or enjoyed therewith: *To have* and to hold the said several Rooms and all other the Premises herein before mentioned or intended to be demised, with the Appurtenances, unto the said *B.* her Executors, Administrators and Assigns, from the Feast, *&c.* for and during, and unto the full End and Term of one Year from thence next ensuing, and fully to be compleat and ended: And from and after the Expiration of the said one Year, for so long Time of the Term of 11 Years from *Lady-Day* now last past, which is granted to the said *A.* of the aforesaid Messuage, as the said *B.* her Executors, Administrators or Assigns shall think fit to hold and continue in the said hereby letten Premises, and until the End and Expiration of six Months, from and after Notice or Warning shall be by her or them given or left unto, or for the said *A.* his Executors, Administrators or Assigns, at the other Part of the said House wherein he now dwells, for her or their leaving the said hereby letten Premises, and determining these Presents, and her and their Term and Time therein; *Yielding* and paying therefore during the said one Year, and after the Expiration thereof for and during all such Term and Time as the said *B.* her Executors, Administrators or Assigns shall hold and continue in the said hereby letten Premises as aforesaid, the yearly Rent or Sum of—

Habend. of lawful, *&c.* on the four most, *&c.* And the said *B.* &c. covenants, That she the said *B.* her Executors, Administrators or Assigns, for and during the said one Year, and for and during all such further Term and Time as she or they shall hold the said hereby letten Premises after the Expiration thereof as aforesaid, shall and will well and truly pay, or cause to be paid, *&c.*

Reddend. [As usual] And the said *A.* &c. (covenants with *B.*) by these Presents, as followeth, (*That is to say*) That he the said *A.* his Executors, Administrators and Assigns from Time to Time and at all Times, during such Term and Time as the said *B.* her Executors, Administrators or Assigns shall hold and enjoy the said hereby letten Premises, by Virtue of these Presents, shall and will at his and their own proper Costs and Charges maintain, support, uphold, repair and keep as well the said hereby letten Premises, as all other Parts of the aforesaid Messuage or Tenement, with the Appurtenants, with all needful and necessary Reparations and Amendments whatsoever: And at his and their like Charge shall and will also bear and pay all Ward and Parish Duties and Charges, which shall grow and become due for and in respect of the said whole Messuage or Tenement, and likewise the River-water Rent: And shall and will at all Times discharge, save and keep harmless and indemnified the said *B.* her Executors, Administrators and Assigns of and from all such Reparations and Amendments, Duties and Charges aforesaid; and all Actions, Suits, Payments and Damages by Reason thereof:

Covenant to pay the Rent. And further, that if he the said *A.* his Executors, Administrators or Assigns, or any of them, during such Time as the said *B.* her Executors, Administrators or Assigns, shall or ought to hold and enjoy the said

That the Lessor will repair

And pay all Ward and Parish Duties.

That the Lessor shall not let any other Part of the Premises without Consent of the Lessee, upon Forfeiture of her paying less Rent.

said hereby letten Premisses, by Virtue of these Presents, shall demise or let any of the remaining Rooms or Conveniencies, of and belonging to the afore-said Messuage or Tenement, or any Part thereof above the Shop or first Floor thereof unto, or shall suffer any other Person or Persons whatsoever to lodge or dwell therein, or in any Part thereof above the Shop, as Lodgers or otherwise, except himself or themselves, and his and their Family, without the Consent in Writing of the said B. her Executors, Administrators or Assigns in that Behalf first had and obtained under her or their Hands and Seals; that then and in such Case and from thenceforth for and during all such Term and Time as the said B. her Executors, Administrators or Assigns shall or ought to hold and enjoy the said hereby letten Premisses, by Virtue of these Presents, she the said B. her Executors, Administrators and Assigns shall and lawfully may have, hold, possess and enjoy all and singular the said several Rooms, Conveniences and Premisses herein before demised, with the Appurtenances, at and for the yearly Rent or Sum of — *l.* only: And that she and they in such Case and from thenceforth shall not by Virtue of these Presents, or any Reservation, Covenant or Clause herein contained, be obliged or liable to yield or pay more than the said yearly Rent of 30 *l.* the remaining 15 *l.* of the said 45 *l.* *per Ann.* before reserved being in such Case, by Agreement of the said Parties, to be sunk and abated thereout to the said B. her Executors, Administrators and

Assigns: *And further*, that he the said A. his Executors, Administrators and Assigns shall not nor will take down or suffer to be taken down the Partition which incloses the Entry or Passage from the Street to the Stairs of the said House from the Shop thereof; but that the same shall stand and remain as it now is, during the said Term and Time hereby letten, and the Continuance in Force of these Presents: *Provided* always, that if it shall happen the yearly Rent reserved, or which shall become due and payable as before is mentioned, according to the true Meaning of these Presents, or any Part thereof to be behind or unpaid, &c. (to re-enter.) [*As usual*] *Provided* also, &c. (for the Lessee to have Liberty to determine the Lease at the End of one Year hereby granted, or at any Time afterwards, giving six Months Notice) D. *And* the said B. doth hereby agree and covenant with the said A. his Executors, Administrators and Assigns, that he and they may, during the Continuance in Force of these Presents have the Liberty to fetch and take of the River-Water which is laid into the Kitchen hereby demised, daily from Seven to Ten of the Clock in the Forenoon in the Summer-time, and from Eight to Ten of the Clock in the Forenoon in Winter-time, for his and their own particular Occasions; any Thing herein contained to the Contrary notwithstanding:

And the said A. &c. (covenants) by these Presents as followeth, (*That is to say*) That he the said A. at his own Charge will paint all the Wainscot belonging to the said hereby letten Premisses in Oil, with a handsom light Colour; and likewise the Passage from the Street up Stairs, and the Street-Door, &c. And will white-wash the Cielings and Stair-case, and mend all the Windows of the said Premisses, and do all other needful Repairs thereto: And that she the said B. her Executors, Administrators and Assigns truly paying the yearly Rent herein before reserved and made payable, according to the true Meaning of these Presents, shall, or lawfully may peaceably and quietly have, hold and enjoy the said several Rooms and all other the Premisses herein before demised, with the Appurtenances, for and during the said one Year, and for and during such further Term and Time after the Expiration thereof, not exceeding the said Term of 11 Years, as she or they shall think fit to hold and continue the same, and until after the End of six Months Notice given by

The Lessor not to take down a Partition during the Term, but the same to remain as now is.

Provido for Re entry.

Provido for Lessee's Liberty to determine.

That the Lessor shall have Liberty to fetch Water out of the Kitchen where it is laid in, at such particular Hours.

The Lessor to do some Repairs.

Covenant for peaceable Enjoyment.

her or them for leaving the said Premises as aforesaid without the lawful Let, &c. of or by the said A. his Executors, Administrators or Assigns, or any other Person or Persons lawfully claiming or to claim by, from or under him or them, or by or through his or their Means, Act, Default, Neglect or Procurement, freed and discharged from the Rent and Covenants reserved and contained in the Indenture of Lease, whereby the said A. holds the said Premises, and from all Actions, Suits, Reentries, Distresses, Charges and Damages by Reason thereof: And that he the said A. his Executors and Assigns will at all Times on Request produce and shew to the said B. her Executors and Assigns the Receipt and Receipts from C. of whom the said A. holds the said Premises for the Rent reserved and payable to him for the same, as the said Rent shall from Time to Time become due and be paid. *In, &c.*

Discharged from the Rent reserved by the Lease whereby the Lessor holds.

And that the Lessor upon Request will shew the Receipts testifying the Payment of the Rent thereon reserved.

Proviso for determining the Lease.

The Proviso above-mentioned, for determining the Lease D. Provided also, and it is declared and agreed by and between the said Parties for themselves, their Executors, Administrators and Assigns, that if the said B. her Executors, Administrators or Assigns shall at the End and Expiration of the said one Year hereby granted, or at any Time afterwards be minded to leave and surrender the said Premises hereby demised, and determine these Presents, and her and their Term and Time therein, and for that Purpose shall give or leave six Months Notice or Warning thereof in Writing, or otherwise, unto or for the said A. his Executors, Administrators or Assigns at, &c. and at the End of the said six Months after such Notice so given, shall pay unto the said A. his Executors, Administrators or Assigns all such Rent as shall be then due for the said hereby demised Premises, and leave, surrender and deliver up the same unto or for the said A. his Executors, Administrators or Assigns, that then and in such Case, and from thenceforth this present Lease and every Thing herein contained shall cease, determine and be utterly void; any Thing aforesaid, &c.

Another, wherein there is a Covenant, that Ward and Parish Duties, &c. shall be paid and born three Fourths by the Lessee, and the other Fourth by the Lessor, and that the Policy of Insurance already taken out shall be for the Benefit of both Parties, after the same Rate.

Except free Passage for the Lessor

Habend.

Reddend.

THIS Indenture, &c. [All the same as the other, as far as the Habend] Except and reserved out of this present Lease hereby made, at all Times during all the Term hereby letten, the free Use of the Yards and Passages belonging to the said Messuage and Premises hereby letten, unto and for the said A. his Executors, Administrators and Assigns, and his and their Family, and all other Persons resorting or coming to him or them, and for Carts and Carriages to bring in and carry out Goods as his or their Business or Occasions shall require; and likewise the free Use of the River-Water aforesaid: To have and to hold the said several Rooms and all other the Premises herein before demised, with the Appurtenances (except before excepted) unto the said B. &c. [As usual] for nine Years and three Quarters: Yielding, &c. during the first nine Years of the said Term hereby letten, unto the said A. his Executors, Administrators or Assigns the yearly Rent or Sum of — of lawful, &c. And also yielding and paying for the said last three Quarters of a Year of the said Term hereby letten, the Rent or Sum of — l. of like Money, on the four most, &c. And the said B. &c. covenants, that she the said B. her, &c. shall and will yearly

yearly, during the said first nine Years, and also for the last three Quarters of a Year of the said Term hereby letten, well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of — of lawful, &c. on the said four most, &c. And that she the said *B.* &c. to repair. [*As usual: Covenant to view; Proviso for Re-entry; Covenant for peaceable Enjoyment*] And it is hereby mutually agreed and declared by and between the said Parties for themselves, their Executors, Administrators and Assigns respectively, that during the said Term hereby granted, all Ward and Parish Duties, the Charges of the Militia, the Window-Tax, the River-water Rent, and all other Duties which are or shall be laid, charged or imposed on the said Premises, or payable in respect thereof, or upon the Tenant or Occupier as well of the said hereby letten Premises, as of such Part of the said Messuage not hereby letten, the Charges of paving and amending the said Court called *O. Court*; and likewise of amending and making good the leaden Pipe that brings the *Thames* Water out of *C. Street* into the afore-said Messuage and Premises, as often as Occasion shall require, shall be paid and discharged three fourth Parts thereof, the whole into four equal Parts being divided, by the said *B.* her Executors, Administrators and Assigns, and the other fourth Part thereof by the said *A.* his Executors, Administrators and Assigns; which Parts thereof they respectively covenant and agree to and with each other to pay and discharge accordingly. [*Add a Proviso for the Lessee to have Liberty to determine the Lease at the End of the first five Years.*] And whereas by a Writing or Policy of Insurance, bearing Date, &c. under the Hand and Seal of *W.* of, &c. the said *A.* hath at the Request of the said *B.* and on his own Account, insured the Sum of — *l.* which Insurance is made as well on the said Premises hereby letten, as on the other Part of the said Messuage, in the Occupation of the said *A.* for the Term of seven Years then to come, in Case the same shall happen to be burnt down or damaged by Fire; as thereby, Relation, &c. Now it is hereby mutually declared and agreed by and between the said Parties for themselves, their Executors and Administrators, that the Premium or Consideration for the said Insurance was paid three fourth Parts thereof by the said *B.* and the other fourth Part thereof by the said *A.* And that three full and equal fourth Parts of all Monies which shall at any Time or Times become due and be received by and upon the said Writing or Policy, is to be and shall be for the Benefit of the said *B.* towards the Rebuilding or Repairing such Part of the said Messuage and Premises which is herein before letten to the said *B.* and the other fourth Part thereof is to be and shall be for the Benefit of the said *A.* towards the Rebuilding or Repairing the other Part of the said Messuage, in the Occupation of the said *A.* in Case the said respective Premises or any Part thereof shall happen to be burnt down, blown up, demolished or damaged by or by Reason of Fire, at any Time or Times during the said Term. [*Another Covenant when the Insurance is not made out*] And lastly, it is hereby mutually agreed by and between the said *A.* and *B.* that the Sum of — *l.* shall be insured during the said Term by and at the Charge of the said Parties, as well on the said Premises hereby letten, as on the other Part of the said Messuage, in the Occupation of the said *A.* at one of the Offices for that Purpose, in Case the same shall happen to be burnt down or damaged by Fire; which Insurance shall be made in the Name of the said *A.* And it is declared that the said Sum so to be insured, and what Monies shall become due by or upon such Insurance so to be made, shall go and be applied for or towards the Rebuilding or Repairing as well the said Premises hereby letten, as the other Part of the said Messuages, in the Occupation of the said *A.* when and as often as the same or any Part thereof shall happen to be burnt down or damaged by Fire, during the said Term. *In Witness, &c.*

Mutual
Covenant
that Ward
& Parish
Duties,
&c. shall
be paid
3 Fourths
by the Te-
nant, and
the other
fourth by
the Land-
lord.

That a
Policy of
Insurance
shall be
for the
Benefit of
both Par-
ties, viz.
3 Fourths
for the Te-
nant, and
1 Fourth
for the
Landlord

Another,
that an
Insurance
shall be
made in
the Name
of the
Lessor,
but for
the equal
Benefit.

Another

Another of Part of a House and Gardens ; Covenant, that if the Lessor shall continue to hold the Premises after the Term hereby granted, and the Lessee shall be minded to take a further Term, he shall execute another Lease ; and Covenant from the Lessee, that he will pay to the Lessor his Share of Taxes and Parish-Duties, according to a Pound-Rate, until he is rated distinctly.

Covenant
from the
Lessor, as
in the
Title.

From the
Lessee,
as in the
Title.

THIS Indenture, &c. [*As usual, to the Parcels which are*] All that the East Part of the Capital Messuage or Mansion-house, situate, &c. now in the Tenure of the said *A.* which said Part of the said Messuage hereby demised, doth contain the several Rooms, and other Conveniences, as they are now set out and divided, and in the Possession of the said *B.* together with the Garden, Yards, Stables, Wash-houses and Appurtenances unto the said Part of the said Messuage belonging, as the same are now likewise inclosed and divided, and in the Possession of the said *B.* And also all Ways, &c. (except Timber-Trees, and Liberty to fell and carry away the same) *Habend'* the said Part of the said Messuage or Tenement, and all other the Premises, &c. for nineteen Years ; *Reddend'* [*As usual : Covenant to pay the Rent, and to repair and to view ; Proviso for Re-entry and for peaceable Enjoyment*] And it is agreed, and the said *A.* doth hereby for him, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, that if at the Expiration of the said Term, the said *A.* his Executors, Administrators or Assigns, shall continue to hold the said Capital Messuage and Premises (whereof the said hereby demised Premises are Parcel) letten him by Indenture of Lease, granted by *D.* and others, for the remaining Part of the Term thereby letten, being — Years ; that in such Case (the said *B.* his Executors and Assigns in the mean Time, duly paying the Rent, and performing the Covenants herein contained by him and them, to be paid and performed) ; he the said *A.* his Executors, Administrators and Assigns, at the Request and Charge of the said *B.* his Executors and Assigns, shall and will seal, and execute unto the said *B.* his Executors, Administrators and Assigns, a Lease or Demise, sufficient in Law of all the said Premises hereby letten, for the said further Term of — Years, at and under the like Rent and Covenants, (*mutatis mutandis*) as are contained in these Presents ; a Counterpart of which Lease, the said *B.* his Executors, Administrators or Assigns, shall and will at the same Time execute unto the said *A.* his Executors or Assigns. And it is hereby mutually declared and agreed, by and between the said Parties to these Presents, for themselves, their Executors and Administrators, that in regard the said *B.* is not yet distinctly rated, in respect of the said hereby letten Premises, for the Duties and Payments to the Church and Poor of the said Parish of — that for so long Time of the said Term, as the said *A.* shall pay the same, and until the said *B.* his Executors or Administrators, shall be particularly charged for the said Duties to the Church and Poor, and otherwise ; he the said *B.* his Executors and Administrators, shall and will yearly pay unto the said *A.* his Executors and Administrators proportionably, according to a Pound-Rate of what the said whole Capital Messuage shall be rated at yearly to the Church

Church and Poor; and likewise his Half-part of the Charge to the Highway, to the Parish-Clerk, and to the Charge of Watching, or for such of them, as he the said *B.* his Executors or Administrators, shall be charged for in his or their own Persons; and shall and will also allow 10*s.* *per Ann.* towards the Tithe of the Premises, when the same is not taken in Kind, upon the Premises. *In Witness, &c.*

Another wherein there is a Covenant for the Lessee to pay more Rent than agreed, in Consideration of his being exempted from Taxes and Parish-Duties, and the Lessor agrees to endeavour to excuse him from Parish-Offices; but if notwithstanding he shall be brought upon Parish-Offices, he then to have Liberty to determine the Lease.

THIS Indenture, &c. [*As the other in Effect, to the End of the Reddend*] And the said *B.* doth further covenant and agree, to and with the said *A.* his Executors and Assigns, truly to pay, or cause to be paid unto him or them, yearly and every Year, during the Term and Time by these Presents granted, the yearly Sum of — *s.* quarterly, by even Portions, on the four Quarter-days above-mentioned, over and above, and together with the Rent of — *l.* *per Annum* before reserved, in Consideration of which said — *s. per Ann.* so to be paid, the said *A.* doth hereby covenant and agree, to and with the said *B.* to free, discharge and indemnify him from all Taxes and Parish-Duties, to be laid or charged upon the Premises, or the said *B.* his Executors or Assigns, in respect thereof, and as much as him lies, to discharge, free, and secure him the said *B.* from all personal Offices, to be done in respect of the Premises. *Provided* nevertheless, and it is agreed by and between the said Parties, that if notwithstanding the Endeavours of the said *A.* to the contrary, the said *B.* shall be compelled to serve any Office whatsoever, in respect of the Premises hereby demised, that then and in such case, and not otherwise, it shall be lawful for the said *B.* his Executors and Assigns, to quit and surrender the Premises hereby demised, upon the Feast-Day of, &c. which shall next ensue, and follow after the said *B.* shall be so really and actually chosen or compelled to serve any Office or Duty whatsoever, for or in respect of the said Premises: And in such Case, from and after the said Feast-day of, &c. next after the said *B.* shall be so really chose to any such Office as aforesaid, he the said *B.* his Executors, Administrators and Assigns, duly paying the Rent, and performing the Covenants herein contained; these Presents, and the Term hereby granted, and every Thing therein contained, shall be utterly void, and of none Effect; any Thing aforesaid, &c. [*Covenant for the Lessee to repair; no Covenant to view; Proviso for Re-entry, and Covenant for peaceable Enjoyment*]. *In Witness, &c.*

Covenant
for the
Lessee,
&c. as in
the Title.

And from
the Les-
sor to in-
demnify,
&c.

Provi-
ded, &c.

Lease

Lease of Part of a Shop.

THIS Indenture made, &c. between *A.* of, &c. of the one Part, and *B.* of, &c. and *C.* of, &c. of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the yearly Rent, &c. hath demised, &c. all that Part of the Fore-shop, of or belonging to the Dwelling-house of the said *A.* in — containing the Dimensions following, *viz.* In Breadth next the Front and Backwards — Foot, little more or less, and in Depth — Foot, little more or less; and also the free Use of the Door-way or Passage, between the hereby letten Premises, and the other Part of the Fore-shop belonging to the said *A.* to and for the said *B.* and *C.* and their Customers, and all others that come to them, and likewise to bring in and carry out Goods, to and from the hereby letten Premises, and for all other Occasions whatsoever; together with all Lights, Advantages and Appurtenances to the said Premises belonging, except and always reserved out of this present Demise unto the said *A.* his Executors, Administrators and Assigns, the Sash-lights at the End of the Partition, between the hereby demised Premises, and the said *A.*'s Back-shop, and the Liberty to open and draw up the same at Pleasure: *To have* and to hold the said Part of the said Fore-shop and Premises hereby letten (except before excepted unto the said *B.* and *C.* &c. *Reddend* and Covenant to pay the Rent as common: And also that they the said *B.* and *C.* their Executors, Administrators and Assigns, shall and will at their or some of their own Charge, at all Times during the said Term, well and sufficiently repair, amend and keep the said hereby demised Premises, with the Doors, Window-shutters, Locks, Bolts, and other Things thereto belonging, with all needful Reparations and Amendments whatsoever; and will also bear and pay one third Part of the Charge of amending all the Pavements before the Front of the said House, as often as Occasion shall require: And will at all Times keep the said Passage to the said *A.*'s Back-shop, free, open and clean, and well swept: And shall not, nor will darken, or by any Ways lessen, stop up, or hinder the Light of the Sash-window, between the said hereby letten Premises, and the said *A.*'s Back-shop, by any Shelves, Presses, or otherwise: And shall not, nor will make or suffer any Shutters to be made, to stand or slide, but on the inner Side of the Compters, nor to suffer any Partitions or Shutters on the Compters, to stand or remain up in the Day-time. And further, That the said *B.* and *C.* their Executors, Administrators or Assigns, shall not, nor will permit or suffer any Person to lodge or lie in the said hereby letten Premises, without the Consent and Approbation of the said *A.* And moreover, That at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen, they the said *B.* and *C.* their Executors, Administrators and Assigns, shall and will peaceably and quietly leave, surrender and yield up the said hereby demised Premises, with all Doors, Window-Shutters, Locks, Bolts, and other Things thereto belonging, (*well and sufficiently repaired, amended, and kept as aforesaid*). And to the Intent the said *A.* may not be any Ways prejudiced, hindered, annoyed, or suffer any Inconvenience in his Trade or Business, or in his House or Family, by Means of the said Premises being let unto, or by any Person or Persons having the Possession thereof, that may use or exercise any Trade therein, other than the Trade of a Miller

Habend.

Covenant to repair.

To keep the Passage to a Back-shop clean.

Not to darken the Lights.

Not to make any Sliding-Shutters on the Compters, &c.

The Lessee not to permit any to lodge in the Premises without Consent.

To surrender at the End of the Term.

Not to let the Premises to, or use any other Trade in the same, but the Trade of a Miller, upon the Forfeiture of 100 l.

ner or Seamster, which the said *B.* and *C.* now use: It is agreed between the said Parties, that no other Trade or Business shall be used or exercised therein, but the Trade of a Millener or Seamster, without the Leave and Licence of the said *A.* his Executors, Administrators or Assigns, in Writing, under his or their Hands in that Behalf: And therefore the said *B.* and *C.* for themselves, their Executors, Administrators and Assigns, jointly and severally, do covenant, &c. by these Presents, that if they the said *B.* and *C.* their Executors, Administrators or Assigns, or either or any of them, do or shall at any Time or Times, during the said Term hereby granted, demise the said Premises, or any Part thereof, or sell, assign over, or part with their or either of their Term or Interest therein, or suffer the Possession thereof to come unto any Person or Persons, that shall use or exercise therein, or in any Part thereof, any other Trade or Business, than the Trade of a Millener or Seamster, which the said *B.* and *C.* now use, without the Licence and Consent of the said *A.* his Executors, Administrators or Assigns, in that Behalf first had in Writing, under his or their Hands; that then and in such Case, they the said *B.* and *C.* their Executors, Administrators and Assigns, or some of them, shall and will forfeit and pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of 100*l.* of lawful, &c. *Provided*, &c. for Re-entry, on Non-payment of the Rent. [Covenant from *A.* for peaceable Enjoyment.] And the said *B.* and *C.* for themselves, their Executors, Administrators and Assigns, jointly and severally, do hereby covenant, &c. that they will leave standing, and yield and deliver up with the said Premises, the carved Cornice and Sash-windows, and the Return of the Cornice, and the Lying-Boards behind the Premises on their Side, at the End of the said Term hereby granted: And the said *A.* doth hereby covenant with the said *B.* and *C.* that (paying their Rent aforesaid) they may take away at the End of the said Term their Counter, and all their Drawers and Boxes, and Sliding-shutters belonging to them, and the Sash-window next the Street. *And lastly* it is agreed between the said Parties, that the Street-doors of the said *A.* are to be, and shall and may at all Times during the said Term, be shut by the said *A.* his Executors, Administrators or Assigns, at the Hour of 9 of the Clock in the Evening, from *Michaelmas* to *Lady-day*, and at the Hour of ten of the Clock in the Evening, from *Lady-day* to *Michaelmas*. *In Witness*, &c.

To leave
several
Things
in the
Premises.

Liberty
for them
to take a-
way some
Things.

The
Street-
doors to
be shut
up at such
Hours.

Of a Messuage, wherein are described the Length, Breadth and Depth of each Room in every Story: Reddend' the Rent free from Taxes, except Taxes charged by Parliament on the Landlord.

Witnesseth, &c. Consideration of a Fine and of the Rent, [*As usual*] all that Brick Messuage or Tenement, commonly called or known by the Name or Sign of the — situate, &c. between a Messuage or Tenement, now or late in the Tenure or Occupation of — or his Assigns, on the West; and another Messuage or Tenement, now or late in the Tenure or Occupation of one — or his Assigns, on the East; which said Messuage or Tenement, doth contain the several Rooms and Conveniences, and Dimensions

D d d d

Dimensions

Habend'
for nine
Years and
an Half,
and 11
Weeks.
Reddend'
for the 9
Years and
an Half.
Free of
Taxes.

Reddend'
for the
last 11
Weeks.

Covenant
to pay the
Rent ac-
cording-
ly.

In Leases
of Part of
a House.

menfions herein after particularly mentioned and expreffed; (*that is to fay*) the firft Story, the Front whereof is from Eaft to Weft — Foot, and — Inches of Affife, or thereabouts, more or lefs; the South-fide thereof from Eaft to Weft — Foot — Inches of Affife, or thereabouts, more or lefs; the Eaft-fide from North to South — Foot — Inches of Affife, or thereabouts, more or lefs; and the Weft-fide from North to South — Foot — Inches of Affife, or thereabouts, more or lefs: The fecond Story and Chamber is of the fame Dimensions as the firft Story. Another Chamber from Eaft to Weft, contains — Foot of Affife, &c. and from North to South — Foot, &c. The third Story is two Chambers of the fame Dimensions as the fecond. The fourth Story is two Chambers of the fame Dimensions as the third Story. Two Cellars, one whereof is of the fame Dimensions as the firft Story; the other Cellar from Eaft to Weft, contains — Foot of Affife, &c. and from North to South — Foot, &c. and two Garrets of the fame Dimensions as the fourth Story: And all Ways, Paffages, Lights, Eafements, Water-courfes, Profits, Commodities and Appurtenances whatfoever to the faid Meffuage or Tenement, and Premiffes hereby demifed, belonging or appertaining; which faid Meffuage is now in the Occupation of — except, &c. [*As among the Exceptions, N^o. 1.*] Habend' for nine Years and an Half-year, and eleven Weeks: *Yielding*, &c. therefore yearly and every Year, during the firft nine Years and an Half of the faid Term, unto the faid A. his Executors, Adminiftrators or Affigns, the yearly Rent or Sum of 30 *l.* of lawful, &c. on the four moft, &c. in every Year, by even and equal Portions; and free and clear, and freely and clearly acquitted and difcharged, of and from all, and all Manner of Taxes, Charges, Affeffments, Impositions, Monthly Payments, Parifh-Duties, and all other Matters and Things whatfoever, fave only fuch Taxes and Impositions, as fhall be charged on the Landlord or Landlords, only in refpect of the Premiffes, and which he or they ought to bear and pay. And *yielding* and paying for the laft eleven Weeks of the faid Term, unto the faid A. his Executors, Adminiftrators, or Affigns, the Rent or Sum of 7 *s.* and 10 *d.* of like Money, on the laft Day of the faid Term, free and clear, and clearly difcharged of and from all fuch Taxes, Charges and Affeffments as aforefaid: And the faid B. &c. covenants, that he the faid B. his Executors, Adminiftrators and Affigns, or fome or one of them, fhall and will from Time to Time, and at all Times hereafter, for and during the firft nine Years, and one Half-year of the faid Term hereby letten, well and truly pay, or caufe to be paid unto the faid A. his Executors, Adminiftrators or Affigns, the faid yearly Rent or Sum of 30 *l.* of lawful, &c. on the faid feveral Feaft-days or Terms in the Year therefore above limited, or at the fartheft, within the Space of 14 Days next enfuing every of the fame Feaft-days, by even and equal Portions: And will likewife pay the faid Rent or Sum of 7 *l.* 10 *s.* for the laft 11 Weeks of the faid Term, on the laft Day thereof, clear of all Taxes, Charges, Affeffments, Impositions and Payments whatfoether, other than fuch as fhall be charged on the Landlord or Landlords, according to the Refervation thereof as aforefaid: And, &c. covenant to repair and to view. [Then a Covenant to enjoy the Benefit of the Exception; Covenant that the Leffee fhall not let the Premiffes to fome particular Trades; Covenant that he fhall not ftop up Lights, nor alter principal Timbers; Proviso for Re-entry, and Covenant for peaceable Enjoyment; *as common*].

Another where the Leffee is to pay all Taxes, fol. 572.

Mutual Covenant, that Ward and Parifh Duties fhall be paid three Fourths by the Tenant, and the other Fourth by the Landlord, fol. 564.

Covenant that the Lessee will pay his Share of Taxes, according to a Pound-Rate, fol. 566.

Another where the Lessee covenants to pay more Rent, in Consideration of his being exempted from Taxes and Parish Duties, fol. 567.

Covenant that the Lessor will pay all Ward and Parish Duties, fol. 562.

Clause for the Lessors to pay River-water Rent, fol. 532.

Covenant that the Lessors will pay all Parish Rates and Duties. N. B. It being Parish-Ground, fol. 548.

Of a Shop and a Room, and Part of a Cellar.

ALL that Shop belonging to the House of — C. and — of London, known by the Name or Sign of — at the Corner of — Street, in the Parish, &c. as the same is now divided; together with the Room at the End of the said Shop, which was lately divided or parted from the said Shop: And also one Half-part of the Cellar underneath the said Shop, viz. That Part thereof that fronts the Street, and under the Fore-part of the said House; together with all Ways, Water-courses, Lights, Easements, Passages, Profits, Commodities and Appurtenances to the said Shop, Room and Cellar belonging, or in any wise appertaining.

Consideration of taking down an old House, and in building a new one, and of the Rent and Covenants, &c. of a Piece of Ground set forth in a Platform; Covenant from the Lessee, that he will pull down the old House, and build a new one, to the Value of — l. and he to have Liberty to use the old Materials; with other Liberties and Conveniences, as in the Margin.

THIS Indenture made, &c. between A. &c. of the one Part, and B. &c. of the other Part, *Witnesseth*, That as well for and in Consideration of the Costs and Charges, which the said B. will lay out, and is to expend and bestow in the taking down the Messuage or Tenement, now standing and being upon the Piece or Parcel of Ground hereafter demised, and in and about the new Building the Messuage or Tenement thereupon to be erected and built, as hereunder is mentioned: As also for and in Consideration of the yearly Rent, &c. [As usual] all that Piece or Parcel of Ground, situate, &c. containing the several Dimensions, as the same is particularly described in the Scheme or Platform thereof hereunto annexed; which said Piece of Ground adjoins South, &c. together with the Messuage or Tenement, now standing and being on the said Piece or Parcel of Ground: And Liberty to erect and build over the

Consideration of taking down an old Messuage, and building a new one instead, and of the Rent, &c.

Lets a Piece of Ground set forth in a Platform, &c.

Liberty to build over a Gate-way. Passage,

Passage leading into *W.* Yard or Court aforesaid, as far as Part of the old Building is now built and stands over the said Passage, being — Foot in Depth, or thereabouts; but the said Passage is to be left — Foot in Breadth in the — from next — Street, and — Foot in Breadth, next the said Court or Yard, as now it is, and is to be — Foot in Height at the least, clear

And Liberty to fetch Water from a Pump in Common, paying Proportion of Charge of Repairing.

Liberty for a Door-way into and thro' a Court.

Habend.

Reddend.

Covenant

from a

Lessee

to take

down the

old Messuage,

and to build a

new one

instead, to

the Value of --.

The Lessee for consents that the Lessee may take the old Materials.

Covenant to repair.

from the Pavement: Together with free Liberty to fetch, take and use Water, from and at the Pump, standing in the aforesaid Court or Yard, behind the said hereby letten Premises, called *W.* Yard or Court, in Common with the other Tenants of the said *A.* He the said *B.* his Executors, Administrators and Assigns, paying a proportionable Part of the Charge of Repairing and Amending of the said Pump, as often as Occasion shall be: And like Liberty to make, have and use a Door-way for a Passage only to and from the said hereby letten Premises, into and through the said Court or Yard aforesaid: And also all other Ways, Passages, Water-courses, Lights, Easements, Commodities, &c. *Habend'* the said Piece or Parcel of Ground, and all, &c. for fifty-one Years; *Reddend'* for the first Half-year a Pepper-corn, and *Reddend'* for the last — Years and an Half, &c. And in the Covenant to pay the Rent it is (shall and will yearly and every Year, during the last — Years of the said Term hereby granted), &c. And the said *B.* &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, within the first Half-year of the said Term hereby letten, shall and will at his and their own Costs and Charges, take down the said Messuage or Tenement, now standing and being upon the said Piece or Parcel of Ground hereby demised; and at his and their like Costs and Charges, shall and will in the Room thereof, erect and build a good and substantial Brick Messuage or Tenement, with a good Cellar under the Fore-part thereof, at the least, if not under all the said Messuage, and will lay out and expend in the Building the said new intended Messuage, so to be built as aforesaid, the Sum of — of lawful, &c. at the least, and will upon Request, make appear, and give a just Account of the laying out and expending the same in the said Building, unto the said *A.* his Heirs or Assigns: And that he the said *B.* his Executors, Administrators and Assigns, will make and leave the said Passage into the Court or Yard aforesaid, over which the said old Messuage or Tenement, doth now stand — Foot high at the least, clear from the Pavement, and will build and make a good substantial Fence to so much of the said Piece of Ground, as shall be left and used for a Yard — Foot high at the least, and maintain, repair and support the same, during the said Term: And the said *A.* doth hereby consent and agree, to and with the said *B.* his Executors, Administrators and Assigns, that he and they shall and may have, and take all the Timber, and other Materials, now standing upon the said Piece of Ground hereby letten, towards his and their Charge of building the said new Messuage, to be built as aforesaid, and may use so much thereof, in and about the said new intended Building, as shall be fitting to be used therein. And the said *B.* &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, at his, their, or some of their own like Costs and Charges, shall and will, well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said Messuage or Tenement, so to be erected and built as aforesaid; and all other Erections and Buildings, which shall be erected and built upon the said Piece or Parcel of Ground hereby demised, with all needful and necessary Reparations and Amendments whatsoever; and also all the Glass-windows, &c. And the said Messuage or Tenement, and all other Erections and Buildings so to be, and which shall be erected, and built in and upon the said Piece or Parcel

of Ground hereby demised, and all the Glass-windows, &c. [*The rest as usual, and after the Words about the Surrender*] And also that he the said *B.* his Executors, Administrators and Assigns, shall and will, during the said Term, bear and pay a proportionable Part and Share of the Charge of Repairing and Amending the Pump aforesaid, and Well thereunto belonging, with the rest of the Tenants of the said *A.* his Heirs and Assigns, as often as Need or Occasion shall be and require: And that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, with Workmen, &c. to view: Proviso for Re-entry, Covenant for peaceable Enjoyment. *In Witness,* &c. [*All as usual, only where Messuage or Tenement is mentioned; say after, viz.*] Piece or Parcel of Ground, and Messuage or Tenement, and all other Erections and Buildings thereon to be erected and built, and Premises with the Appurtenances, &c.

Covenant that the Lessee will pay a proportionable Part of the Charge of mending the Pump.

Of Messuages and Wharf, together with other Buildings and Structures made over a Dock, with Liberty to fasten Timber to a Wall, and to come upon a Laystall to repair: Reddend' free from all Taxes, and particular Covenant to repair, &c. Covenant that the Lessor shall enjoy the Benefit of the Exceptions, as in the Margin.

ALL that Piece or Parcel of Ground or Wharf, with the Appurtenances, Parcels, called — Wharf, with the Dock or Watering-place, next adjoining on the East-side thereof, situate, &c. containing the Dimensions expressed in the Scheme hereunto annex'd, and late in the Occupation, &c. and all that Messuage, &c. together also with all other Erections, Buildings and Structures, built and standing, erected and made upon the said Piece or Parcel of Ground or Wharf, and over the said Dock or Watering-place hereby demised (Except as hereunder is excepted); together with Liberty and Leave to set and fasten Timber upon the Wall, on the East-side of the said Watering-place hereby letten, adjoining and belonging to *Dowgate* Laystall there, so far, and in such Manner, as the same are now set and fastened upon the same Wall; and free Liberty to come into and upon the said Laystall, at seasonable and convenient Times, for the Repairing, Strengthening, Amending or Renewing the same, when and as often as need shall be or require; together also with the Use of all and every the Ways and Passages, to and from the said Laystall, now or heretofore used by the said *A.* his Undertenants or Assigns, in Common, with *C.* (of whom the said *A.* holds the Premises hereby letten) his Executors or Assigns; and also all other Ways, Passages, Lights, Easements, &c. (Except, &c. as among the Exceptions to land and ship off Goods, &c. N^o. 13. fol. antea.) *Habend'* the said Piece or Parcel of Ground, Messuage or Tenement, and all other the Premises, &c. for seven Years, *Reddend'*, &c. [*As usual, but add*] free and clear, and without any Deduction or Abatement out of the same, or any Part thereof, for any Manner of Publick or Parliamentary Taxes, Assessments, Subsidies, or any other Taxes, Duties or Assessments whatsoever, charged, taxed or imposed, or which shall be taxed, charged or imposed, *as well* upon the said Premises hereby letten, *as upon the said Premises before excepted and reserved to the said A. as aforesaid*, or any Part thereof, or the said *A.* or any

Reddend' Free from all Taxes.

Covenant
to pay the
Rent free
from all
Taxes.

Covenant
to pay the
same, and
indemni-
fy.

Covenant
to repair
the Mes-
suages.

And also
the
Wharf-
ings and
Camp-
shots.
And pave
half a
Passage.

And as
often as
the Piles
shall
break
down, will
amend
the same.

And Sur-
render.

any other Head-landlord or Landlords of the said Premises, or the said *B.* their Executors or Assigns, or either or any of them, for or in Respect thereof, at any Time or Times, during the said Term of — Years hereby letten: And, &c. Covenant to pay the Rent, [*As usual, only add at last*] free and clear, and without any Deduction or Abatement out of the same, or any Part thereof, for any Manner of Taxes, Assessments or Duties whatsoever, according to the Reservation thereof aforesaid. And that he the said *B.* his Executors, Administrators, and Assigns, shall and will, at his, their or some of their own proper Charge, pay and discharge all such Taxes, Assessments, Subsidies, and all other Publick or Parliamentary Taxes, and other Duties whatsoever, which at any Time or Times, during the said Term, shall be taxed, charged or imposed upon, or become due, payable and to be paid, *as well* for the said Premises thereby letten, *as upon the said Premises before excepted and reserved to the said A. as aforesaid*, or the said *A.* or any other Head-landlord or Head-landlords of the said Premises, or the said *B.* his Executors, Administrators or Assigns, or any of them, in respect thereof, and will at all Times hereafter, during the said Term hereby letten, acquit, discharge and save harmless, and indemnify the said *A.* his Executors, Administrators and Assigns, and the said Premises therefrom, and from all Charges and Damages by reason thereof. And the said *B.* &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, or some of them, shall and will at his, their or some of their own proper Costs and Charges, well and sufficiently repair, support, uphold, maintain, pave, purge, scower, glaze, empty, amend and keep the said two several Messuages or Tenements, and all other Erections, Buildings and Structures, erected and built upon the said hereby demised Wharf and Dock, with all the Glass-windows, Pavements, Privies, Sinks, Gutters, Water-courses and Wydraughts thereunto belonging, in, by and with all, and all Manner of needful and necessary Reparations, Cleansings, Paving, Scowerings, Glazings and Amendments whatsoever, from Time to Time, and at all Times hereafter, when, where, and as often as Need or Occasion shall be or require, during the Term of — Years hereby granted: And also shall and will at all Times needful, during the said Term, at his and their own like Costs and Charges, cause all the Wharfings and Campshots, of or belonging to the said Piece or Parcel of Ground and Wharf hereby demised; and also the Dock or Watering-place, and Pavements thereof, and the Pavements of half the Passage, lying next unto and adjoining upon the said demised Piece or Parcel of Ground or Wharf, to be well and sufficiently repaired, paved, cleansed and amended: And also in case the Weight, which the said *B.* his Executors, Administrators or Assigns, shall lay upon the Posts or Piles, over the said Dock or Passage, shall break down, or damnify the Wall of the said Laystal, called *Dowgate* Laystal, or any Part thereof; then and so often as it shall so happen, he the said *B.* his Executors, Administrators and Assigns, shall and will from Time to Time, when, where and as often as need shall be or require, at his or their own Costs and Charges, repair and amend the same, and every Part thereof: And shall and will at the End of the said Term hereby letten, or other sooner Determination of these Presents, which shall first happen, peaceably and quietly leave, surrender and yield up unto the said *A.* his Executors, Administrators or Assigns, the said hereby demised Piece or Parcel of Ground, and two Messuages or Tenements, and all other Erections and Buildings, erected and built thereon, and all the Wharfings and Campshots belonging to the said Piece or Parcel of Ground and Wharf, and the Dock; and all and singular other the Premises hereby demised, with their and every of their Appurtenances, and every Part and Parcel thereof; together with all the Glass-windows, Pavements, Privies, Sinks, Gutters, Water-courses and Wydraughts thereunto belonging, so well and

and sufficiently repaired, upholden, supported, maintained, paved, purged, scowered, cleansed, emptied, amended and kept; together also with all Doors, Locks, Keys, &c. particularly mentioned in the Schedule, &c. in as good Case, &c. (reasonable Use, &c.) and all other Things, which shall be fix'd and fastened, into and about the said Premises, and not removable by the Custom of the City of *London*, or otherwise. And, &c. covenant to view: [*As usual*] And also that he the said *B.* his Executors, Administrators and Assigns, shall and will at his and their own proper Costs and Charges, from Time to Time, as often as need shall be or require, during the said Term, cleanse the said Dock or Watering-place from Spoil and Filth, (Except such as shall fall into the same from the Laystall aforesaid): And shall and will also permit and suffer all Person and Persons whatsoever, at all Times hereafter, during the Term hereby granted, at their and every of their Wills and Pleasures, to use the said Dock or Watering-place, for a common Watering-Place for Horses, as aforesaid; and will also permit and suffer all other the Premises herein before excepted and reserved, to be quietly used and enjoyed, according to the true Meaning of these Presents, without any the Let, Hindrance, Disturbance or Interruption of the said *B.* his Executors, Administrators or Assigns, or any of them, as herein before in that Behalf is excepted: Proviso for Re-entry, and Covenant for peaceable Enjoyment. *In Witness, &c.*

Covenant that the Lessee shall cleanse the Dock, and not permit any Filth to fall therein.

To permit the Lessee to enjoy the Benefit of the Exceptions.

Of a Messuage, with Liberty of Leads to dry Clothes in Common with other Tenants, three Days at a Time, giving the other Tenant Notice, and Liberty to bolt one another out, the Days each other uses them, it being of Leads lying over the Kitchen of two Tenements.

AL L that Brick Messuage or Tenement, situate, &c. containing the several Rooms and Conveniences herein after mentioned, *viz.* two Cellars, &c. together with all Ways, &c. as the said Premises now are in the Tenure or Occupation of the said — And together also with the Use of the Flat or Leads, as well over the Kitchen belonging to the said hereby demised Messuage, as over the Kitchen belonging to the adjoining Messuage, now in the Occupation of — at all Times, during the Term hereby letten, in Common with the said — and other the Tenements of the said adjoining House, for the Time being; except at such Times as the Tenants of the said other House shall have Occasion to use the same for drying of Clothes for three Days, at any one Time, on Notice in that Behalf given, as often as Occasion shall require: At which Time, but not otherwise, nor longer, the said *C.* and other the Tenants for the Time being of the said adjoining House, are to have the sole Use of the said Leads, and may bolt in the said *B.* his Executors and Assigns, from the Use of the said Leads: And the like sole Use of the said Flat or Leads for the said *B.* his Executors and Assigns, at all Times, as often as Need shall be for drying Clothes for three Days together, at any one Time during the said Term, and then to bolt in the Tenants of the said adjacent House from the Use thereof for that Time, but not longer, nor otherwise, after Notice first thereof given; which the said *B.* his Executors and Assigns, agrees to give, as often as such Occasion shall be: *To have* and to hold the said Messuage or Tenement, and all and singular other the Premises herein before mentioned, or intended to be demised, with, &c.

Of

Of a Messuage with the Use of a Vault or House of Office, and a Pump, in Common with other Tenants; and in the Covenant for Repairs, the Lessee covenants to pay a proportionable Part of repairing the same, in Case he makes Use thereof, and to pay a Moiety of paving an Alley.

Covenant
to repair,
&c.
as in the
Title.

Together with the Use of the Common Vault in the said Alley belonging to the other Messuages or Tenements of the said *A.* with the rest of his Tenants there; and also of the leaden Pump standing therein, and together with all Ways, Passages, Lights, &c. [*All the rest as usual, only in the Covenant for Repairs, which is*] And also that he the said *B.* his Executors, Administrators and Assigns shall and will, at his and their own proper Costs and Charges, well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said Messuage or Tenement and Premises hereby demised, with the Appurtenances, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, when, where, and as often as Need or Occasion shall be or require: And that he the said *B.* his Executors, Administrators and Assigns shall and will bear and pay a proportionable Part of the Charges of repairing and amending the great Vault, Cest, Pool or Receptacle of Water or Soil from the said Premises, and other Premises belonging to the said *A. C.* and *D.* their Tenants and Assigns (if he or they make Use of the same); And also a proportionable Part of the Charges of repairing of the said Pump standing in the said common Yard; and also of repairing and emptying the common Vault or House of Office aforesaid (if the said *B.* his Executors, Administrators and Assigns, or his or their Under-tenants, or any of them, shall make Use thereof) And also shall and will pay one Moiety or Half-Part of the Charges of paving the Alley over against all the said demised Premises; and shall and will at his and their like Costs and Charges well and sufficiently pave, purge, scour, cleanse, empty, &c. [*As usual, and also the rest of the Covenants.*]

Of a Wharf, Shed, &c. and Liberty for Boats, Lighters, &c. and Carts, Horses to pass and repass, and land and ship off Goods from the Wharf without paying Wharfage, only paying Part of Repairs.

ALL that Piece or Parcel of Ground or Wharf containing in Breadth from West in the Front next the River of *Thames* — Foot, little more or less, and in Depth or Length from North to South — Foot, little more or less, being on the West-side, and Part of the Wharf called — *Wharf*, situate, &c. and late in the Occupation, &c. And also the Shed, &c. And also free Liberty for any Lighters, Barges, Vessels, Boats or any other Water-Carriages; and likewise Carts, Horses and all other Land-Carriages, to come, go, lie at, pass and repass to, through, from and over the said Wharf or any Part thereof, for the Receiving in, and delivering, loading, unloading and carrying out of any Goods whatsoever, into and from the Shed and

Work-

Work-house herein before letten; and like Liberty for the said *B.* his Executors, Administrators and Assigns, to take up and land, and to deliver any Goods whatsoever, being his or their own proper Goods, at, upon, from and over the Wharf and Dock or Watering-Place next adjoining thereto, with the Use of the Crane and Rope on the said Wharf for that Purpose, in common with the other Occupiers of the said Wharf, without paying or allowing any Wharfage or other Allowance or Charge whatsoever to the said *A.* his Executors, Administrators or Assigns, only that he the said *B.* is to bear and pay one third Part of the Charge of repairing the said Crane and Rope as often as Need shall be, from Time to Time; together with all Ways, Passages, Profits, Commodities and Appurtenances whatsoever, to the said Piece or Parcel of Ground, Shed or Work-house and Premises belonging, or in any wise appertaining: *Habend, &c.* [*All as usual, only in the Covenant for Repairs, which is short, and after this Manner*] And also that he, &c. well and sufficiently repair, amend, support and maintain the said Shed or Work-house and Closet, and also so much and such Part of the Wharf next the River of *Thames*, as belongs to the said Piece of Ground hereby demised, with all needful and necessary Reparations and Amendments whatsoever; and at the End of the said Term hereby granted, or other sooner Determination of these Presents, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up the said Premises hereby demised, so, in and by all Things sufficiently repaired, upholden, supported and amended, unto the said *A.* his Executors, Administrators or Assigns. [*Covenant to view; and the rest as usual.*]

Covenant
to repair,
&c.
as in the
Title.

Of Messuage, Carpenter's Yard, and Ways to repair Ships, &c.

AL L that Piece or Parcel of Ground or Yard used for and being a Shipwright's Yard, situate, &c. containing in Depth from North to South towards the East — Foot of Assize, and towards the West, &c. abutting, &c. as the same Premises with the Angles and Corners thereof are now fenced and inclosed, together with the Wharfs, Crane and Buildings standing and being in and upon the said Yard; and also the Use, Benefit, Liberty and Privilege of the Soil, and Carpenters Ways, and Graving Ways, lying and being under or next the hereby demised Wharf; and also under and next the Wharf, of and belonging to the Messuage or Tenement commonly called or known by the Name or Sign of — lying and being on the West Part of the hereby demised Premises within the Flux and Reflux of the River of *Thames*, to bring or lay any Ships or Vessels on the said Soil or Carpenters Ways, there to be graved, repaired and amended from Time to Time, when and as often as Need or Occasion shall be or require, in such Manner as he the said *A.* hath heretofore used or occupied the same for managing and carrying on his Shipwright's Trade at the hereby demised Premises; and also all that Messuage, Tenement or dwelling House, with the Appurtenances, standing upon the said demised Piece of Ground or Yard, and belonging thereunto; and all Ways, Passages, Lights, Easements, Commodities, Advantages and Appurtenances whatsoever to the said Yard, Ways, Messuage or Tenement and Premises belonging or in any wise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed or known as Part, Parcel or Member thereof; which said Premises were late in the Occupation,

E e e

cupation, &c. and now of, &c. *Habend'* the said Piece or Parcel of Ground or Shipwright's Yard, Messuage or Tenement, Wharf, Ways, and all and singular other the Premises, &c. [*All as usual, to the Covenant for Repairs, which is*] That the said B. shall at his Costs maintain, wharf, pale and fence the said Messuage or Tenement, Yard, Wharf, and all other the Premises hereby demised, with the Appurtenances, in, by and with all and all Manner of needful and necessary Reparations, Supportments, Pavements, Fencings, Cleanings, and all other Amendments whatsoever, during the said Term hereby granted, when, where, &c.

Of Messuages, and after the general Words the Lessor grants the Right of renewing from the first Grantor.

OF several Houses, together with all Rooms, Chambers, Ways, &c. together with the Tenement, Right, Reversion, Privilege and Benefit of obtaining from the Hospital of *S. Thomas*, of whom the said A. holds the said Premises any further or longer Term and Interest of and in the said Messuages and Premises, after the Expiration of the Term hereunder granted, as fully as she the said A. her Executors and Administrators may or can do: *Habend'* [*As usual. Add a Covenant at last, that the Lessor shall not renew but at the Request of the Lessee, and if so, to assign. Vide among the Covenants postea.*]

Of two Pieces of Ground, and Erections and Buildings thereon; Habend' the one for a longer Term than the other, and Reddend' a different Rent for each.

Consideration of a Fine, and the Rent and Covenants, demise All that Piece or Parcel of Ground (being Part of a greater Parcel of Ground which the said A. holds by Lease from C.) fronting West, &c. And all that other Piece or Parcel of Ground (being Part of a greater Parcel of Ground which the said A. holds by Lease from D.) adjoining on the North to the aforesaid Piece, &c. Together with the three Messuages or Tenements, and other Erections erected and built by and at the Charge of the said A. on the said — Pieces of Ground, one of which said Messuages is now in the Occupation, &c. And one other Messuage standing on the said Ground next the said Passage, between, &c. Together with all Ways, &c. *Habend'* the said Pieces or Parcels of Ground before demised, and Messuages, or Tenements, or Buildings thereon built and standing, and all other the Premises herein before demised, with the Appurtenances (except the last mentioned Messuage or Tenement) unto the said B. his, &c. from the Feast, &c. for 37 Years; and *Habend'* the said last mentioned Messuage or Tenement which is now empty, with the Appurtenances, unto the said B. his, &c. from the Feast, &c. which will be, *Reddend'* &c. for 36 Years: *Yielding* and paying for the said first demised Piece or Parcel of Ground and Messuages or Tenements, Erections and Buildings thereon built and standing, unto the said A. his Executors, Administrators or Assigns, yearly and every Year, during the said Term before letten, the

Rent or Sum of 40 s. of lawful, &c. on the four most, &c. And *Yielding* Et Reddend.
 and paying for the said last demised Piece or Parcel of Ground, and Messuage
 or Tenement, Erections and Buildings thereon, or on any Part thereof built
 and standing, unto the said *A.* his Executors, Administrators or Assigns yearly
 and every Year, during the said Term before letten, the Rent or Sum of
 20 s. of lawful, &c. on the said four usual Feasts or Days of Payment above
 mentioned, by even and equal Portions: And the said *B.* &c. (covenants to Covenant
 pay) the said two several Years Rents or Sums of 40 s. and 20 s. of lawful, to pay the
 &c. on the Days and Times above limited and appointed for Payment there- Rent.
 of, as the same are before severally reserved, according to the true Intent
 and Meaning of these Presents. And, &c. (covenants to repair) the said Mes- To repair
 suages or Tenements, and all Buildings built and standing, and which during
 the said Term shall be built on the said Pieces of Ground before demised, or
 any Part thereof, and all other the Premises before demised, with their and
 every of their Appurtenances, with all and all Manner, &c. [*And in the*
Proviso say] That if it shall happen the said several yearly Rents of — and
 — or any Part of them, or either of them, shall be behind, &c.

Of a Messuage and Garden, and of a Gate-way and Orchard;
Habend' the Messuage and Garden, as usual; and Habend'
the Gate-way and Orchard during so long as the Lessor
shall be suffered to continue the quiet Possession thereof; and
in Case he shall be molested and give the Lessee Notice, then
his Term in the Gate-way and Orchard to cease; two Red-
dendums accordingly.

ALL that Messuage or Tenement, and the Gardens thereunto belonging,
 situate, &c. together with all Lights, Ways, Easements, &c. late in
 the Occupation of, &c. and also the Gate-way and Orchard lying and be-
 ing at the End of the afore-said Gardens, late in the Occupation of —;
 which Gate-way and Orchard the said *A.* holds by Lease from one *C.* *Hab-*
end' the said Messuage or Tenement and Gardens with the Appurtenances Habend.
 (except the said Gate-way and Orchard) unto the said *B.* his, &c. from, &c.
 (for seven Years) And *Habend'* the said Gate-way and Orchard unto the Et Ha-
 said *B.* his Executors, Administrators and Assigns, from the said Feast-day bend.
 of, &c. for and during so long Time of the said Term of seven Years, as
 the said *A.* his Executors or Administrators shall be suffered to continue in
 the quiet Possession thereof: And it is agreed, that in Case the said *A.* his
 Executors or Administrators shall be at any Time within the said Term e-
 victed out of, or sued for, or molested in the Possession of the said Gate-way
 and Orchard, then and immediately after Notice thereof given or left at the
 said demised Premises unto or for the said *B.* his Executors or Assigns, his
 Term of and in the said Gateway and Orchard only shall cease and be deter- Reddend.
 mined; any Thing in these Presents to the contrary notwithstanding: *Yield-*
ing and paying for the said Messuage or Tenement and Garden, with the
 Appurtenances (except the said Gate-way and Orchard) unto the said *A.* his
 Heirs and Assigns, yearly and every Year during the said Term of seven
 Years hereby letten, the Rent or Sum of — l. of lawful, &c. on the four
 most, &c. And *yielding* and paying for the said Gate-way and Orchard unto Reddend.
 the

the said *A.* his Executors, Administrators and Assigns yearly and every Year, during the said Term of seven Years hereby letten, if he or they shall so long enjoy the same, or for and during so long Time of the said Term as he or they shall enjoy the same by Virtue of these Presents, the Rent or Sum of 10 s. of lawful, &c. on the said Feasts or Days of Payment on which the said Rent of — *l.* is herein before reserved and made payable by even and equal Portions. *Provided*, &c. that if it shall happen the said yearly Rents of — *l.* and 10 s. or either of them, or any Part of them, or either of them shall be behind, &c. *And* the said *B.* &c. covenants, &c. during the said Terms hereby respectively granted, well and truly pay, &c. unto the said *A.* &c. the aforesaid yearly Rents of — and — of lawful, &c. on the said Feast-days, and in Manner and Form as the same are herein before reserved and appointed to be paid, according to the true Meaning of these Presents. [*Covenant to repair as usual, for Houses and Gardens, or Gardens only; and if any Trees die, to plant others in their Stead: Covenant to view; and in the Covenant for Enjoyment say where the following Words come in*] Quietly hold, occupy, possess and enjoy all and singular the Premises hereby demised, with the Appurtenances, for the Terms and in Manner as the same are before respectively demised, according to the true Meaning of these Presents, without the lawful Let, &c.

Of a Messuage, Garden and Close of Ground; Habend' the Messuage and Garden for — Years certain; and Habend' the Close for the like Term, or so long thereof as the Lessor thinks fit; with a Proviso that when the Lessor shall be minded to take the Close into his Possession, then he to abate — per Ann. out of the Rent.

AL L that Messuage or Tenement, with the Orchard and a Close thereunto adjoining, containing together by Estimation —, situate, &c. late in the Possession or Occupation —, and all Out-houses, Buildings, Barns, Stables, Gardens, Yards, Backsides and Appurtenances to the said Messuage or Tenement and Premises belonging, or in any wise appertaining (except Trees, and Liberty to fell and take them away) [*As usual*] *To have* and to hold the said Messuage or Tenement, and Orchard, and all and singular other the Premises herein before mentioned or intended to be hereby demised, with their and every of their Appurtenances (except before excepted, and except the said Close) unto the said *B.* his Executors, Administrators and Assigns, from the Feast, &c. for 11 Years [*as usual*] *And to have* and to hold the said Close unto the said *B.* his Executors, Administrators and Assigns from the Feast, &c. for and during, and unto the full End and Term of 11 Years from thence next ensuing, and fully to be compleat and ended; or for such Part and so long Time of the said Term as the said *A.* his Heirs or Assigns shall think fit, and until Notice given to make void his Term therein, as hereunder is mentioned: *Yielding* and paying therefore yearly and every Year during the said Term unto the said *A.* his Heirs or Assigns the Rent or Sum of — *l.* of lawful, &c. at the four most, &c. [*As usual*] *Provided*, &c. for Re-entry, [*as usual*; *Covenant to pay the Rent, and to repair, as above; to view; Covenant for peaceable Enjoyment;* next

next after which comes in] And also that he the said *A.* shall and will at his own Charge set and plant Fruit-bearing Trees in the Orchard where the same now are wanting; and also 20 young growing Elms or Oaks in or about the Close, in such Places as he shall think convenient: *Provided* always and it is hereby declared and agreed to be the true Meaning of them the said Parties and of these Presents, that if the said *A.* his Heirs or Assigns shall be minded to build upon and improve the said Close hereby demised, and for that Purpose to take the same into his or their Possession at any Time before the Expiration of the said Term of 11 Years, and of such his or their Mind shall give or leave six Months Notice before-hand unto or for the said *B.* his Executors or Assigns at the said demised Premises, that then and in such Case, and from and after such six Months Notice so given or left as afore-said, the Term hereby letten of and in the said Close shall cease and determine; and that then and thereupon the said *B.* his Executors, Administrators and Assigns shall and will deliver up the actual Possession thereof unto the said *A.* his Heirs and Assigns, and from thenceforth he and they shall and may enter into, have and enjoy the same; any Thing in these Presents to the contrary notwithstanding: In Consideration whereof the said *A.* his Heirs and Assigns shall and will, from and after the said six Months Notice so given for and during the then Remainder of the said Term of 11 Years, allow and abate unto the said *B.* 4 *l.* per Annum out of the Rent payable for the said Premises. *In Witnesses, &c.*

That the Lessor shall plant some Fruit-trees.

Provided &c. as in the Title.

Of two Messuages, paying a different Rent for each, is the same as that in 579. leaving out one of the Habendums.

Consideration of a Sum of Money paid, which is to be for the fifth Year's Rent, and of the Rent and Covenants, &c. Therefore in the Reddend' it is, Yielding, &c. for the first four Years the whole Rent free of Taxes, and for the fifth a Pepper-corn, and for the last six Years the whole Rent, free of Taxes.

W*Itneffeth*, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *A.* in Hand paid by the said *B.* and *C.* at or before Sealing and Delivery of these Presents; which said Sum is by Agreement so paid unto, and is to remain with and to be kept by the said *A.* to his own proper Use, for and in Consideration of the fifth Year's Rent of the Premises hereunder demised, the Receipt of which said Sum of — *l.* the said *A.* doth acknowledge accordingly; as also for and in Consideration of the yearly Rent, &c. [*All as usual, to the End of the Habend'*] *Yielding* and paying therefore yearly and every Year, for and during the first four Years of the said Term of 11 Years hereby granted unto the said *A.* his Executors, Administrators and Assigns, the yearly Rent or Sum of — *l.* of lawful, &c. on the four most, &c. free and clear and without any Deduction for any Manner of Taxes, Assessments, Subsidies or Impositions whatsoever: And yielding

yielding and paying therefore for the fifth Year of the said Term of 11 Years the Rent of one Pepper-corn only on the Feast-day of, &c. in the said Year, if the same be lawfully demanded: And also yielding and paying therefore yearly and every Year, for and during the last six Years of the said Term of 11 Years hereby granted the said yearly Rent or Sum of — *l.* of law-ful, &c. on the said four usual Feasts or Quarter-days of Payment above-men-tioned, by even and equal Portions, and free, and clear, and without any Deduction for any Manner of Taxes, Assessments, Subsidies or Impositions whatsoever, as aforesaid: And the said *B.* and *C.* &c. (jointly and severally covenant) that they the said *B.* and *C.* their Executors, Administrators and Assigns shall and will yearly and every Year, for and during the first four Years, and the last six Years of the said Term of 11 Years hereby granted, well and truly pay, &c. [*as usual*] And, &c. *they to pay all Taxes, as a-mong the Covenants, or as in one a little backwards; Covenant to repair, and the rest of the Covenants, as usual.*

A Declaration (after the first Reddend', it being only a Pep-per-corn for the first Year) that the Rent to be paid was al-lowed for making Sash-Windows.

Yielding and paying therefore unto the said *A.* his Executors, Administrators and Assigns for the first Year of the said Term hereby granted the Rent or Sum of one Pepper-corn only, on the Feast-day of, &c. next, &c. if the same be lawfully demanded: *And* it is hereby declared by and between the said Parties, that the said *A.* hath allowed the Sum of — *l.* being the Rent of the said Premises for the said first Year, to be laid out for making Sash-Lights to the said Premises for repairing the same, and for other Works done by the said *B.* in and about the said Premises, and for the said *A.* therewith to dis-charge the Taxes for the said first Year of the said Term, which Taxes the said *A.* agrees to pay thereout accordingly: And yielding, &c. during the last — Years, &c. [*As usual.*]

Reddend' a Pepper-corn for the first Year, and for the last the whole Rent. Fol. 572. (552)

Reddend' for the first Year so much (being a broken Term) and for the last — Weeks so much, or one Quarter, one Half, or three Quarters of a Year. Vide postea.

Reddend' the whole Rent, with a Plum-cake, Fish, Fowls or other Things yearly at Christmas, or any other Time. Vide postea.

Reddend' more Rent if let to some particular Trades. Fol. 545, 563.

Reddend' more Rent for the first — Years, than for the Remainder of the Term. Vide postea.

Excep-

Exceptions.

1. *Except for the Lessor a Chamber, and the Use of the Kitchen for himself and Family until a certain Time, and Part of a Cellar and a Place therein to lay old Timber, until a certain other Time, with Egress and Regress to and from the same.*

Except and reserved out of this present Demise unto the said *A.* the Room on the third Floor of the said Messuage or Tenement wherein the said *A.* now lies, and the Use of the Kitchen belonging to the said Messuage, for himself and his Family, in Common with the said *B.* his Executors, Administrators and Assigns, until the — Day of — next, &c. And also except and reserved out of this present Demise unto the said *A.* a convenient Place to be inclosed and kept lockt by the said *A.* under the Cellar-Stairs for his own Use as he shall have Occasion; and another convenient Place in the Cellar to lay up old Timber, until the — Day of —, which will be in the Year, &c. Together with free Liberty of Ingress, Egress and Regress to and from the said excepted Rooms and Conveniences from Time to Time, and at all Times, during the respective Times before mentioned.

2. *Except Liberty for the Lessor as Rector of a Church, and his Successors, and for the Aldermen, Common Council-Men, Inhabitants, Constables and Officers of a Ward, and Persons resorting to them, a Passage into, and Use of the Hall, Kitchen and other Rooms for performing the Business of the Ward, and to dress and spend their Victuals, and Liberty to keep a Chest in one of the Rooms.*

This in the Lease from a Rector. *Vide antea.*

3. *Except Liberty for the Lessor to come into the Shop (letten) and there to buy of her Work-folks such Goods as she shall have Occasion for, for supplying one Customer; and like Liberty for such Work-folks to come to the Lessor's Shop to sell such Goods to her; and Liberty to pack up such Goods, and Room to lie there until sent away.*

In a Lease of a Shop and Back-Shop.

Except and always reserved out of this present Demise, free Leave, Liberty and Privilege to and for the said *A.* from Time to Time, during the Term hereunder mentioned, to come into the said Shop and Back-Shop hereby

hereby letten, both or either of them, and there to tarry and remain from Time to Time, as she shall think fit, to buy such Goods of her Work-folks, as she shall from Time to Time have Occasion for, for the Furnishing and Supplying her Customer Mrs. C. now of the *Hague* in *Holland*: And the like Liberty and Privilege for such Work-folks as the said A. deals with, or shall hereafter think fit to deal with, or buy Goods of, to come to the said A. at the said Shops with their Goods, and to sell the same there to the said A. And also the like Liberty for the said A. to make or pack the said Goods in the said Shop or Back-Shop, or either of them, and to keep the said Goods therein till they are so packt up and sent away.

4. *Except Liberty for the Person (of whom the present Lessor holds) to carry and recarry Coals, Beer and Ale through the Shop into the Cellar; and also Liberty at seasonable Hours to go through the Lessee's Part of a Cellar to the other Person's Part of a Cellar.*

EXcept and always reserved out of this Demise, free Liberty unto and for the said C. of whom the said A. holds the said Premises, his Executors, Administrators and Assigns, to carry and recarry through the said Shop into his the said C.'s Half-Part of the said Cellar (which is the Back-part of the aforesaid Cellar under the Back-Part of the said House) from Time to Time during the said Term hereby leased, Coals, Beer, Ale, or any other Thing that the said C. his Executors, Administrators or Assigns shall at any Time have Occasion to lay into that Part of the Cellar belonging to the said C. And also free Liberty during the said Term from Time to Time and at all Times, on all lawful and reasonable Occasions, and at seasonable Hours for him the said — his Executors, Administrators and Assigns, and his and their Servants to pass, repass, come or go through that Part of the Cellar hereby demised unto the said B. into the said — C. Cellar through any Part of the Premises hereby demised, without any Control, Let, Hindrance or Interruption of or from the said B. his Executors, Administrators or Assigns, or any of them.

Vide the Lease of a Shop and Cellar, antea.

5. *Except Liberty for the Lessor and other his Tenants, their Families, Lodgers and Servants to have the Benefit of an House of Office, in common with the Lessee, and the Use of Leads to dry Cloths.*

EXcept and always reserved out of this present Demise, unto the said A. her Heirs and Assigns, and also to and for her and their Tenants, for the Time being of the aforesaid two Messuages now in the Occupation of the said —, their Executors and Administrators, and her, their, and any of their Families, Lodgers, Servants and Assigns, the free Use, Privilege and Benefit, in common with the said B. his Executors, Administrators and Assigns, of

one of the Houses of Office now standing and being in the little Yard before demised; as also of the said little Yard, with free Liberty and Licence to go into and out of the same Yard; by and through the Door, Entry and Passage leading thereunto out of the aforesaid Tenements, in the Occupation of the said — at all Times and upon all Occasions whatsoever, at her, their, or any of their Wills and Pleasures, without any Let or Interruption: And also the like free Use and Benefit in common as aforesaid, of the Leads on the Top of the said hereby demised Tenements, and free Liberty of Ingress, Egress and Regress into and from the said Leads by and through the Doorway and Passages into the same, from and out of the aforesaid Tenements, now in the Occupation of the said —, and to dry Cloths thereon; or for any other Use or Occasion, equal in every Respect with the said B. his Executors, Administrators or Assigns:

6. *Except Liberty for the Lessor and such as he shall employ to empty a House of Office which supplies two Houses, and to carry the Soil through the Lessee's Cellar; and except Part of a Shop or Room next the Street; and Liberty and Use of a Wash-house, three Days in a Month.*

Except and always reserved out of this present Lease and Demise, unto the said A. his Executors, Administrators and Assigns, and his and their Under-tenants for the Time being of the aforesaid Messuage or Tenement on the East Side of the said demised Premises, now in the Occupation of the said A. and such as they shall employ; and Liberty to come into the Cellar of the said demised Messuage; and to empty and carry away the Soil through the same from the Vault or House of Office, which is in Common between the said two Houses, as often as Occasion shall be to empty the same during the Term hereunder letten: And also except and reserved out of this present Lease and Demise unto the said A. his Executors, Administrators and Assigns, all that Part and so much of the Shop and Cellar of and belonging to the said hereby demised Messuage, which is inclosed, set of and divided from the other Part of the said Shop and Cellar belonging thereunto by the Partitions there made and standing, and which is taken unto and used with the said Messuage on the East Side of the said hereby demised Premises, now in the Occupation of the said A. and to which he hath a Door-way through the Partition-Wall: And also except and reserved out of this present Lease and Demise unto the said A. his Executors, Administrators and Assigns the Use of the Wash-house belonging to the said hereby Demised Messuages or Tenement, three Days in every Month, during the Term hereby letten; and Liberty to come to the same for that Purpose thro' the Door-way in the Partition between the said Yard and the Yard belonging to the aforesaid dwelling House of the said A.

F f f f

7. Ex-

7. *Except Liberty for a Water-course that carries off Waste and Rain Water, to run thro' the Yard by a Grate belonging to the Messuages demised.*

EXcept, &c. free Liberty of a Water-course of all waste Water and Rain-water of the Messuage adjoining South to the first herein mentioned Messuage from the Yard thereof, and through the Grate or Entrance for Water in the Yard of the hereby demised Premises into the Trough or Water-coufe which carries the Water into the Street.

8. *Except Liberty for the Lessor to hang a Sign, but he to repair the Damage happening thereby.*

EXcept, &c. unto the said *A. B. &c.* [*Several Lessors*] their Executors, Administrators, Under-tenants and Assigns full and free Liberty, Licence and Privilege during the Term hereunder granted, to affix, hang and continue a Sign-Post or Sign-Iron with the Sign and Bush of the Fountain, Tavern, or any other Sign instead thereof, and a Bush at the Door of the said Tavern, as the same are now fixed and hang, or otherwise unto or upon the said Messuage or Tenement hereby demised: And likewise to set up Ladders against the said hereby demised Premises from Time to Time at convenient Times in the Day-time, to amend and repair the said Sign-Post or Sign-Iron, Sign and Bush, or any of them; to put up any other Sign or Bush in the Room thereof, when and as often as Need or Occasion shall be or require; they the said *A. B. &c.* their Executors, Administrators or Assigns, or the Tenants or Occupiers of the said *Fountain Tavern*, at their or some of their Costs and Charges at all Times on the Request or Demand of the said *E.* his Executors, Administrators and Assigns, making good and repairing all such Damage which shall or may happen or come at any Time or Times to the said hereby demised Messuage or Tenement by Storm or otherwise by Reason or Means of the said Sign-Post or Sign-Iron, Sign and Bush so hanging or being fix'd thereupon, as aforefaid.

9. *Except the Use of some Lights, and taking Water from a Well, the Lessor having the Use thereof only by Permission.*

EXcept the Use and Benefit of the Lights made on the West-Side of the said Messuage next the Yard, now in the Occupation of —: And the like Use and Benefit of the Water from the Well belonging to the House, now in the Occupation of —, as the same is now had and taken; which

which Use and Benefit of the said Lights and Water last mentioned are not intended to be hereby letten, being used and enjoyed only by Permission or Sufferance.

10. *Except the Lights which are or at any Time shall be made next the Gardens of the Lessor, which Lights are to be blinded with Slope-Lights at the Charge of the Lessee; and that it shall be lawful for the Lessor at any Time to blind those that are not done by the Lessee.*

Except all such Lights which are or which during the Term hereunder demised shall be made on that Part of the Premises hereby demised, which lies next the other Ground of the said *A.* which Lights are at all Times during the Term hereunder demised to be blinded with Slope-Lights before them, at the Charge of the said *B.* And it is hereby declared and agreed by and between the said Parties, that it shall and may be lawful to and for the said *A.* his Executors, Administrators and Assigns at any Time during the Term by these Presents granted, to blind and stop up all or any of the said Lights which shall not be so blinded with Slope-Lights by the said *B.* according to the true Meaning of these Presents.

The Habend' there was not the Words (Except before excepted) nor in Covenant for Enjoyment.

11. *Except Liberty for other Tenants of the Lessor to dip Water, and to lay and dress Boats on the Wharf, and the Use of a House of Office; and except a Cellar during the Term of the Lease thereof.*

Except and always reserved out of this present Demise and Lease unto the said *A.* his Heirs, Tenants, Servants and Assigns free Ingrefs, Egreffs, Regrefs, Way and Passage for all Carts, Carriages, Boats and Lighters to fetch Water, and for all other necessary Occasions whatsoever, in and through the said Lane called — *Lane*, leading from, &c. to the River of *Thames*, and the Use of the Put-Galley and Stairs there, in common with the said *B.* and *C.* his Wife, their Executors, Administrators and Assigns; and Room and Liberty of pulling up, dressing and laying Boats upon the said Stairs and Put-Galley, and the Ground and Stairs thereunto belonging: And also except free Liberty of Ingrefs, Regrefs, Way and quiet Passage to and for all and singular such Person and Persons as now do or hereafter shall hold, occupy or dwell in any of the Tenements or Houses situate, &c. and through all usual Passages there as well to the Highway as to the common Yard, Well and House of Office now and heretofore used

in common there in as full and ample Manner and Form as the said excepted Premises are granted and limited by the Will of —, and from Time to Time and at all Times during the Term hereunder granted: And also except and reserved out of this present Demise and Lease all that Cellar lying under the North End of the said great Messuage, in the Occupation of the said B. and C. his Wife, and free Ingress, Egress and Regress to and from the same from Time to Time, for and during the Residue now to come of the Term granted by the Lease thereof from the aforesaid — to —

12. *Except several Messuages standing in the Yard of, and near to an Inn demised, it being described only in general Words; and Liberty for the Inhabitants of the said Messuages and their Servants to take and draw Water from a Pump standing in the Yard of the Inn.*

EXcept and always reserved out of this present Lease and Demise unto the said A. her Executors, Administrators and Assigns, the several Messuages or Tenements standing and being on the East and West Side of the Gate-way leading from the High Street into the said Inn, and fronting to the said High Street, as the same are now in the several Tenures or Occupations of D. E. &c. their or some of their Under-tenants or Assigns; and also one other Messuage or Tenement lying and being without the Inner Gate of the said Inn, and on the — Side of the said Passage leading out of the said High Street into the said Inn, and adjoining thereunto, as the same is now in the Tenure or Occupation of H. his Under-tenants or Assigns; together with all Yards, Back-sides, Cellars, Sollars, Rooms, Lights, Easements, Ways, Passages, Waters, Water-courses, Profits, Commodities and Appurtenances whatsoever, to the said several Messuages or Tenements before excepted, or to any of them belonging or appertaining, or with them, or any of them, or any Part or Parcel of them, or any of them used, occupied or enjoyed: And also except and always, &c. unto the said A. her Executors, Administrators and Assigns, and her and their Tenants and their Under-tenants and Assigns, and all other Persons which now do or hereafter shall dwell or inhabit in any of the aforesaid Messuages or Tenements herein before reserved and excepted out of this Lease and Demise unto the said A. and their or any of their Servants to fetch, draw, take and carry away Water from and at the Pump in the Yard belonging to the said Inn from Time to Time, as Occasion shall require, during the Term hereunder letten.

13. *Except*

13. *Except Part of a Wharf, with some Ware-houses and Sheds, and Liberty for Boats, Lighters, or any Water-Carriages, to come to the Wharf to load and unload Goods (being his own); and likewise for Carts, &c. or any Land-Carriages, to fetch and carry to, from and over the same; and Liberty of a Crane and Rope, paying half Repairs.*

Except, &c. unto the said *A.* his Executors, Administrators and Assigns, the West-side of the Wharf or Dock hereby letten, abutting on a Dye-house, in the Tenure or Occupation of — and containing in Length, from the Great Ware-house in the Yard hereby letten, to the *Thames* — Foot, and being in Breadth from the Posts and Crane on the said Wharf, to the Wall, on the West-side of the said Dye-house: And also all the Sheds or Work-houses, built and standing over the said Wharf, and the Closet level with the same; which Closet lies over the Counting-house adjoining to the first hereby letten Messuage, as the same are now used and enjoyed by the said *A.* his Workmen, Servants or Assigns: And also except, and always, &c. unto and for the said *A.* his Executors, Administrators, Under-tenants, Workmen, Servants and Assigns, free Liberty for any Lighters, Barges, Vessels, Boats, or any other Water-Carriages; and likewise Carts, Horses, and all other Land Carriages, to come, go, lie at pass and repass, to, through, from and over the said hereby letten Wharf, or any Part thereof, for the receiving in and delivering, loading, unloading and carrying out of any Goods whatsoever, into and from the Ware-houses and Work-houses herein before excepted and reserved out of this Lease, and like Liberty for the said *A.* his Executors, Administrators and Assigns, to take up and land, and to deliver any Goods whatsoever, being his or their own proper Goods, at, upon, from and over the Wharf and Dock aforesaid, with the Use of the Crane and Rope on the said Wharf for that Purpose, in Common with the said *B.* his Executors or Assigns, without paying or allowing any Wharfage, or other Allowance or Charge whatsoever to the said *B.* his Executors, Administrators or Assigns, only that he the said *A.* is to bear and pay the one Moiety, or Half-part of the Charge of repairing the said Crane and Rope, as often as Need shall be from Time to Time. Covenant for the Lessor to enjoy the Benefit of this Exception, fol. 598. in the Lease thereof.

14. *Except to the Grand Landlord, as in the Margin, and except to the present Lessor, a little Ware-house and Vault under it, and Egress and Regress to and from the same; and Liberty to land and ship off Goods from off a Wharf, (being his own Goods), so as the same be carried away immediately, and be no Hinderance to the Lessee.*

Except, &c. unto *C.* of, &c. (of whom the said *A.* holdeth the said hereby demised Premises) his Heirs and Assigns, and his and their Tenants, of the Wharf and Premises, lying and being

Except to the Grand Landlord, the Use of a Gate-way.

on the West-side of the Wharf, and Premises hereby demised, the free Use of the Gate-way or Passage, belonging in Common to both the said Wharfs, and so much of the Ground, at the End of the said Common Way or Passage, as is set off from the Ground hereby letten, and is now used for enlarging the Passage into the next adjoining Wharf, Westward, from Time to

And also of Lights
next the Wharf.

And the Use of a
Water-course and
Party-Gutter, which
are to remain as
they now be.

And except to the
Lessor, &c. as above.

Time, and at all Times, during the Term hereunder granted: And also except and reserved out of, &c. unto the said C. his Heirs and Assigns, and his or their Tenants or Occupiers of the Messuage or Tenement, on the said next adjoining Wharf, Westward, now or late in the Occupation, &c. the Use of the Lights next the said hereby letten Premises, during all the Term herein after granted; and the Use of the Water-course of the Party-Gutter, between the said House, and such Buildings, as are or may be built on the West-side of the said Wharf hereby letten; which Water-course is to remain, as the same is now made and fixed. And also except, and always reserved, &c. unto the said A. his Executors, Administrators and Assigns, all that small Ware-house, and the Vault under the same, being on the East-side of the Entrance into the said Wharf and Premises hereby demised, from or out of — Lane, and free Liberty of Ingress, Egress, Regress, Way and Passage, with Servants, Carts and Carriages, to and from the said little Ware-house and Vault, through or over the hereby letten Premises from the Thames, or from or out of — Lane aforesaid, to lay in, take out, remove and carry away any Goods or Things, from the said little Ware-house and Vault, from Time to Time, and at all Times, during the Term hereunder granted, at his and their free Wills and Pleasures: And also except and reserved to the said A. his Executors, Administrators and Assigns, free Liberty at all convenient Times, during the Term hereunder granted, to come unto and upon the said Ground, with Servants, Carts and Carriages, to load, unload, land and ship off, into, from and out of any Boats or Vessels, upon and from the said Wharf hereby demised, or any Part thereof, all such Goods and Commodities, being his and their own proper Goods, as he or they shall have Occasion, from Time to Time, without paying any Wharfage, or making any other Allowance for the same, so as such Goods shall be from Time to Time immediately removed and carried of or from, and shall not lie or remain, in or upon the said Wharf and Premises, or any Part thereof, to the Hinderance of the Carts, or other Affairs and Business of the said B. his Executors, Administrators and Assigns. [Covenant for the Lessor to enjoy the Benefit of this Exception, *postea*].

15. Liberty for the Lessor to land and ship off Goods from off a Wharf.

EXCEPT, &c. unto C. of, &c. (of whom the said A. holds the said Premises hereby demised amongst other Things) his Executors, Administrators and Assigns, free Liberty at convenient Times, in the Day-time, to load and ship off any Goods or Merchandize, at the Wharf of the said hereby

by demised Premises, and such Goods and Merchandize, to carry through or over the hereby demised Premises, or any Part thereof, to and from the Ground belonging to the said C. on the West-side of the said hereby letten Premises.

16. *Except to the Lessor a little Piece of Ground of ——— Foot Breadth, and Liberty to enclose the same.*

EXcept, &c. thirty Foot in Breadth of the said Field or Close of Land, at the West-end thereof, next the House and Ground, now in the Occupation of ——— from the Brick-wall aforesaid, to the Ditch on the North-side thereof, with free Liberty to and for the said A. her Executors and Assigns, and the said B. his Heirs and Assigns; at any Time, during the Term hereunder mentioned, to inclose the same with a Brick-wall, Pales, or otherwise, as she, he or they shall think fit. [The Lease whereof was this Exception, is entitled a Lease from an Executrix, on Behalf of her Nephew a Minor, antea.

17. *Except Liberty of a Door-way, from the adjoining Messuage into a Garden; and Liberty for the Lessor and Family, and Persons inhabiting the said adjoining Messuage to walk therein.*

EXcept, &c. unto the said A. his Heirs and Assigns, and his and their Tenants, and his and their Family inhabiting, or which, during the Term hereunder mentioned, shall from Time to Time, inhabit and dwell in the said Messuage or Tenement, belonging to, and now in the Occupation of him the said A. on the East-side of the said last demised Piece of Ground, the Liberty of a Door-way and Passage, from and out of the Ground, belonging to the said Messuage or Tenement, now in the Occupation of the said A. into the said last mentioned Piece of Ground, and the Liberty of Walking in the said Ground, from Time to Time, and at all seasonable Times, during the Term hereunder mentioned, at his and their free Wills and Pleasures, but for no other Use or Purpose, *pistea*.

18. *Except Timber-Trees and Lops, and Tops thereof, and Liberty for the Lessor to dig Gravel and Chalk out of two certain Pieces of Ground, and Liberty of a Way or Passage, through a Piece of Ground demised, unto a Wood of the Lessor's; and also except Hunting, Fishing and Fowling to the Lessor.*

EXcept, &c. unto the said *A.* her Executors and Assigns, all Manner of Timber-Trees, and other Trees, Woods, and Under-woods, and also all Bushes, now standing, growing and being, and which during the Term hereunder letten, shall be standing, growing, and being in and upon the said demised Premises, or any Part thereof, and likewise the Lops and Tops of all Trees, and Pollards growing upon the said Premises: And also except and reserved unto the said *A.* her Heirs and Assigns, free Leave and Liberty to dig, and take so much Gravel out of the said Piece or Parcel of Ground, called *Gravelly-Hill*, and so much Chalk out of the said Piece or Parcel of Ground, called — as she the said *A.* her Heirs and Assigns, shall from Time to Time, think fit to dig and take away; together with free Liberty of Ingress, Egress and Regress, at all seasonable Times, during the said Term, to and for the said *A.* her Heirs and Assigns, with Workmen, Horses, Carts and Carriages, into, from and out of the said demised Premises, to fell, cut down, and carry away the said Timber-Trees, Woods and Under-woods, and the said Lops and Tops of all Trees and Pollards, and to dig and carry away the said Gravel and Chalk, at her and their free Wills and Pleasures: And also except a Way or Passage, to and for the said *A.* her Heirs and Assigns, with — to go, to come, pass and repass through the said Piece or Parcel of Ground, called — to another Piece or Parcel of Wood-Ground, belonging to the said *A.* called — Wood: And also except and reserved, &c. unto the said *A.* her Heirs and Assigns, from Time to Time, during the said Term, the full, free and sole Liberty and Privilege of Hawking, Hunting, Fishing and Fowling, in and about the said demised Premises, and every Part thereof, as often as she or they shall think fit. [*The Lease wherein was this Exception, is among the Farms, postea.*]

19. *Except Timber and Trees, &c. to the Lessor; but he allowing the Lessee Gate-boot, Stile-boot, &c. and rough Timber for Repairs.*

N. B. *This is only allowed to the Lessee in the Exception, when the Lease is short, and when the Covenant for allowing it to the Tenant is left out; but this was put into the Covenant for Repairs, fol.*

EXcept, &c. [*The same as a Common Exception of Timber and Trees, to the End of the Liberty, to carry away the same; then say*] always allowing to the said *B.* his Executors, Administrators and Assigns, from the said Premises, if there to be had and taken, as well Gate-boot and Stile-boot,

boot, and rough Timber, to repair the Houses and Out-houses, when Need shall require, and the Lops of all Trees, which have been usually lopt (excepting the Spears) for Hedge-boot, Stake-boot and Firing, to be spent and used only upon the Premises, and not elsewhere, and to be taken only from such Trees, as now are, and have been usually lopt and topt: And also except and reserved out of this present Demise and Grant, unto the said *A.* his Heirs and Assigns, and his and their Tenants, and all other Person and Persons, who have by Law a Right, all Ways and Passages, with Horse, Carts and Carriages, or otherwise, in, by and through the Lands, or either or any of them above-mentioned, from Time to Time, and at all Times, during the Term hereunder letten.

20. *Except several Shelves and Things in a House, belonging to another Person, and Liberty for such Person to take them away, within the last six Months of the Term.*
[See the Covenant for that Purpose, *postea*.

Except the Use of Things belonging to *C.* Widow, mentioned in the Schedule hereunto annex'd, intituled, The second Schedule, during the last six Months of the Term hereby granted; which Things, she, her Executors, Administrators or Assigns, have, and are to have Liberty to take away within the said six Months, if she or they shall think fit.

21. *Except to the Lessor's Under-tenants the Use of a Crane, and also except a Summer-house over the said Crane.*

Except and always reserved out of these Presents, the free Liberty of Ingress, Egress, Regress, Way and Passage, to and for the aforesaid — and — their Executors, Administrators, Under-tenants, Servants and Assigns, in Common with the said *B.* his Executors, Administrators and Assigns, with Horses, Carts and Carriages, in, by and through a Way or Passage of — Foot wide, leading from the Yard or Ground let to the said — and — to the aforesaid Crane; and like Liberty to land and take up with the said Crane, upon the said first mentioned Piece of Ground, any Stone, or other Goods or Commodities, of and belonging to the said — and — their Executors, Administrators, Under-tenants or Assigns, or any of them, and to carry away the said Goods: And also except and reserved out of these Presents, Liberty of Ingress and Regress for the said — and — their Wives and Friends, from Time to Time, and at all convenient Times, in the Day-time only, during the Term hereby letten, to and from the little Summer-house, built and standing on the said Crane, in and through a Door or Wicket, for that Purpose made, and to be kept locked by the said — and — [There was a Covenant to enjoy the Benefit of this Exception.

Vide *Exceptions among Leases of Farms*, *postea*.

Covenant, that the Lessor shall pay Tithes and other Duties, to the Time the Lease commences, and to pay Taxes, which concern him as Landlord, to such a further Time; or in Default thereof, to allow it the Lessee in his Rent, if he pays it.

The following Covenant comes in after the Covenant for peaceable Enjoyment.

AND it is agreed between the said Parties; and the said *A.* for himself, his Heirs and Assigns, doth covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, as followeth, *viz.* That he the said *A.* his Heirs and Assigns, shall and will pay, or cause to be paid and discharged, all Taxes, Tithes, Duties and Payments, due or payable, for or in respect of the said Premises, to or on the said Feast-day of the Annunciation, &c. now next ensuing: And likewise shall and will pay and discharge all Taxes, Assessments and Payments, which are and shall be taxed, charged or imposed upon the said *A.* his Heirs or Assigns, as Landlords of the said Premises, and for and in respect thereof, at any Time or Times before, on and until the Feast-day of the Nativity of St. *John* the Baptist, which will be in the Year of our Lord 1703; or in Default of such, his or their Payment thereof, that it shall and may be lawful, to and for the said *B.* his Executors, Administrators and Assigns, to pay and discharge all, or any such the said Taxes, Assessments and Payments: And that he and they shall and may deduct, abate, and take so much Money, as the same shall amount unto, out of the first Rent that shall go and become due for the said Premises, after the said Feast-day of the Nativity, &c. which will be in the Year, &c. And lastly, it is mutually agreed between the said Parties; and the said *A.* covenants, &c. to seal a Lease for a further Term, if desired; and in Default, the Lessee notwithstanding to enjoy the Premises for such further Term. [*As afterwards.*]

Covenant, that the Lessee shall pay all Taxes, which shall be assessed upon the Premises by Acts of Parliament, exceeding the Rate of — l. per Ann. and indemnify the Lessor therefrom.

This Covenant comes in next after the Covenant to pay the Rent, which follows the Reddend.

AND that if the said Messuage and Premises, shall at any Time or Times, during the said Term, by Virtue of any Act or Acts of Parliament, be taxed, rated or assessed, at or for any more, or greater Rent, or yearly Sum than 60 l. per Ann. that then and in such Case, and so often he the said *B.* his Executors, Administrators and Assigns, or some of them, shall and will bear, pay and discharge all such Sum and Sums of Money, Taxes and Assessments whatsoever, which shall be taxed, charged or imposed upon the said Messuage or Tenement, and Premises, or which shall become due and payable, or to be paid in respect thereof, for any such further or greater

greater Rent, or yearly Sum than 60*l.* per Ann. at or for which the said Premises, or the said *A.* his Heirs or Assigns, or the said *B.* or any of them, in respect thereof, shall upon, or by Virtue of any such Act or Acts of Parliament, be rated, taxed or assessed as aforesaid; and shall and will save harmless, and indemnity'd the said *A.* his Heirs and Assigns, and the said Premises therefrom, and from all Charges, Seisures, Payments and Damages, by Reason thereof. [*Covenant from B. to do some particular Repairs; then a Covenant to repair, to view, and other Covenants as usual; and at last add a Covenant, that the Lessee shall insure and deliver the Policy to the Lessor, as afterwards.*]

Another.

But shorter, and comes in last of all.

AND lastly the said *B.* &c. covenants, that he the said *B.* his Executors and Assigns, shall and will at his own Charge, pay all Sum and Sums of Money, which at any Time or Times, during the said Term, shall be charged or assessed upon, or grow due or payable, for or in respect of the said Premises, by Virtue of any Act or Acts of Parliament, for more than 20*l.* per Ann. in case the said Premises now are, or shall at any Time or Times, after the Commencement of this present Lease, be rated, taxed or assessed, above or at, or for more than the yearly Sum of 20*l.* per Annum. In Witness, &c.

Covenant that the Lessee shall pay Taxes, (as often as the Premises (demised) shall be taxed with other Messuages, letten by a certain Lease to the Lessor), according to his full Proportion of the Rent now reserved, although the Premises ought not at any Time to be taxed at so much; but the Overplus shall go towards the Ease of other Tenants.

The Reddend' was for paying the Rent free of Taxes, and Covenant to pay Rent accordingly, as in fol. 573. then followed the Covenant following. N.B. Go no further in that in fol. 573. than the Covenant to pay the Rent.

AND that he the said *B.* his Executors, Administrators and Assigns, shall and will, at his, their or some of their own proper Charge, pay and discharge all such Taxes, Assessments, Subsidies, and all other Publick or Parliamentary Duties, which at any Time or Times, during the said Term, shall be taxed, charged or imposed upon, or become due, payable and to be paid for the said hereby letten Premises, or the said *A.* or any other Head-landlord of the said Premises, or the said *B.* their Executors, Administrators or Assigns, or either, or any of them, in respect thereof; and will also from Time to Time, during the said Term, as often as any Publick or Parliamentary Taxes, Assessments or Subsidies, shall be taxed, charged or imposed upon, or to be paid or payable, for all or any Part of the said hereby letten Premises, with

other the Messuages and Premisses, which are contained in, and letten by the Indenture of Lease, granted by and from *C. of, &c.* to the said aforefaid *A.* pay so much, and such a Part of all, or any such Taxes, as shall be payable, and ought to be paid for the full Rent of 100*l.* *per Ann.* although the Premisses hereby letten, shall not be, or ought not at any such Time or Times, during the said Term, to be rated, taxed or charged, at or for so much, or such a yearly Rent or Value: And it is hereby further mutually agreed between the said Parties, that what Taxes shall be so paid after the Rate of 100*l.* *per Ann.* if the same shall happen to be more, or a greater Rate, than the Premisses hereby letten, shall be, or ought to be taxed or charged withal, or valued or rated at as aforefaid; yet notwithstanding the said *A.* her Executors, Administrators or Assigns, shall not make any Allowance whatsoever to the said *B.* his Executors, Administrators or Assigns, for the same; but in such Case, the same shall go unto, and be for the Ease, Benefit and Advantage of the said *A.* her Executors, Administrators and Assigns, for or towards the Discharge of her other Houses and Premisses herein before reserved and excepted, of or from all or any such Taxes: And that he the said *B.* his Executors, Administrators and Assigns, will at all Times hereafter acquit, discharge and save harmless, and indemnify'd the said *A.* her Executors, Administrators and Assigns, and the said Premisses hereby letten, and before excepted and reserved from all such Taxes for the said Rent, or Value of 100*l.* *per Ann.* as aforefaid, and from all Charges and Damages, by Reason thereof: And the said *B.* &c. covenants to repair. [*As usual.*]

N.B. This Exception mentioned is in fol. 588. Numb. 12.

Covenant for the Lessee to pay Taxes, during the Term of a Lease of Part of the Premisses which was surrendered.

This Covenant came in between the Proviso for Re-entry and Covenant for peaceable Enjoyment.

AND whereas in and by the two Leases herein before mentioned to be surrendered, bearing Date the, &c. there was contained a Covenant on the Lessee's Part, for paying and discharging, during the Term thereby granted, all Taxes, Assessments and Impositions, which should be charged, taxed, laid or imposed upon the Premisses thereby demised, being Part of the Premisses before in, and by these Presents mentioned to be letten, by Virtue of any Act of Parliament, or otherwise, &c. and upon which said two last mentioned Leases, the several yearly Rents of 5*l.* and 6*l.* were reserved and payable, during the several Terms thereby granted, whereof the Term of — Years was to come and unexpired at the Feast-day of, &c. now last past. Now therefore the said *B.* for himself, and the said *C.* his Wife, their Executors, Administrators and Assigns, [N. B. *The Lease was made to them two*] doth hereby further covenant and agree, to and with the said *A.* his Heirs and Assigns, that they the said *B.* and *C.* his Wife, their Executors, Administrators and Assigns, or some of them, at their, or some of their own proper Costs and Charges, shall and will from Time to Time, for and during the first seventeen Years of the said Term hereby granted, bear, pay, discharge and satisfy all, and all Manner of Taxes, Charges, Assessments, Royal Aids and Impositions whatsoever, which shall be charged, taxed, assessed, or laid upon the Premisses, in and by the said two several Leases so surrendered as aforefaid, respectively, and for and in respect of the said two several

ral yearly Rents of 5 *l.* and 6 *l.* thereby reserved, being now Part of the said yearly Rent of — *l.* herein before reserved, or upon the said *A.* his Heirs or Assigns, in respect of the said several yearly Rents of 5 *l.* and 6 *l.* be the same by Virtue or Power of any Act of Parliament, or of any other Power or Authority whatsoever, or howsoever; and of and from the same Taxes, Charges, Assessments, Royal Aids and Impositions, and every of them, and of and from all Actions, Suits, Distresses, Costs, Charges and Damages, concerning the same, shall and will acquit, discharge, save harmless, and keep indemnify'd the Premises herein before demised, and the said *A.* his Heirs and Assigns, and his and their Estates, Lands, Goods and Chattels, for ever by these Presents.

Covenant for the Lessee to pay to the first Grantor, as well all such Sums of Money, which shall be assessed for repairing of the Parish-Church, and Ornaments; as for cleaning the Common Sewers, and repairing the Walls belonging to the Church-Yard, and to indemnify.

This Covenant came in after the Covenant to pay the Rent, which followed the Reddend. (Part of this Lease is in fol. 576.) that about the Tenant's Right.

AND also that he the said *B.* his Executors, Administrators and Assigns, shall and will truly pay, or cause to be paid unto the Governors of the said Hospital of *St. Thomas*, or to the Clerk of the said Hospital, Rent-gatherer, or Receiver of the Rents and Revenue thereof, for the Time being, at or in the Counting-house thereof, all such Sum and Sums of Money, as he or they shall be rated or assessed, for or in respect of the said Premises hereby demised, as well for, towards and about the Repairing of the Parish-Church of *St. Tho.* aforesaid, and of the Steeple, Bells, Ornaments, Pews and Stools thereof and therein; as also for, towards and about the Cleansing and Repairing of all and every the Common Sewers, Wharfs and Walls, of and belonging to the Church-Yard of the Parish-Church aforesaid, and thereof and therefrom, and from all Actions, Suits and Damages, by Reason thereof, shall and will at all Times indemnify, and keep harmless the said *A.* her Executors, Administrators and Assigns: And also that he the said *B.* his, &c. to repair, and that it shall be lawful for *A.* and to and for any of the Governors of the Hospital of *St. Thomas* in *Southwark* for the Time being, with Workmen, &c. to view: And as often as any Controversy shall happen between the present Tenant, and other Tenants of the Hospital, to abide by the Award which the Governor shall make. [As further. Next follows a Covenant that the Lessee shall indemnify the Lessor from all Fines, which may be payable in respect of his Assigning this Lease, or taking any Under-Lease of the Governors; Proviso for Re-entry, &c.]

Covenant that the Lessor shall enjoy the Benefit of an Exception.

Vide the Exception, fol. 589. Num. 14.

This Covenant came in next before the Proviso for Re-entry.

AND further, that the said *A.* his Executors, Administrators and Assigns shall and may from Time to Time during the said Term hereby letten, have full and free Liberty of Ingress, Egress, Regress, Way and Passage with Servants, Carts and Carriages from the *Thames* or from — Lane aforesaid, through or over the said Wharf or Ground hereby demised, to and from the said little Ware-house and Vault under the same herein before excepted and reserved, to lay in, take out, remove and carry away any Goods and Things out and from the same, at his and their free Wills and Pleasures: And likewise free Liberty at all convenient Times during the said Term to come, into and upon the said Wharf and Ground with Servants, Carts and Carriages to load, unload, land and ship off into, from and out of any Boats or Vessels, upon and from the said Wharf hereby demised, or any Part thereof, all such Goods and Commodities, being his and their own proper Goods, as he or they shall have Occasion from Time to Time, without paying any Wharfage or other Allowance for the same, and without any Let, Hindrance or Molestation of or by the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons by or through his or their Means, Privy or Procurement, so as the Goods so to be shipped of or landed shall be immediately removed and carried of and from the said Wharf and Premises hereby demised, and shall not lie or remain thereupon to the Prejudice or Hindrance of the Carts or other Affairs or Business of the said *B.* his Executors, Administrators or Assigns.

Another, fol. 600.

Another.

Vide the Exception, fol. 583. Num. 3.

This came in, in that above.

AND the said *B.* for himself, &c. covenants, that it shall and may be lawful to and for the said *A.* and for such Work-folks as she now deals or shall hereafter deal withal, from Time to Time and at all Times during the said Term hereby granted, to have, use and enjoy the Use and Privilege of the said Shop and Back-Shop hereby letten for the Uses and Purposes, and in such Manner as the same are herein before excepted and reserved, according to the true Intent and Meaning thereof and of these Presents, without any Let, Suit, Trouble, Denial or Interruption of or by the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons, by or thro his or their Means, Act, Privy or Procurement.

Covenant from the Lessee, to pay a third Part of emptying a Vault, and letting the Soil be carried through his Cellar.

Vide the Exception, fol. 585. Num. 6.

This Covenant came in next after the Covenant to view.

AND the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns shall and will at all Times hereafter, during the said Term of this Demise, pay and allow one full and equal third Part or Share with the said *A.* his Executors, Administrators or Assigns, or his or their Under-Tenants for the Time being, of all Charges of emptying and cleansing the Vault or House of Office in the Cellar of the said hereby demised Premises belonging to or used in common between the said *B.* and *A.* and of carrying away the Soil thereof as often as Occasion shall be, during the said Term: And that the said *B.* his Executors, Administrators and Assigns shall and will at the Request of the said *A.* his Executors, Administrators or Assigns, or his or their Under-Tenants of the aforesaid Messuage cause or suffer and permit the said Vault to be emptied, and the Soil thereof to be carried away, in, by and through that Part of the Cellar and Shop now used and letten with the said hereby demised Premises, when and as often as Occasion shall be or require during the said Term hereby demised, without any Let, Hindrance or Delay.

Covenant, that the Lessee shall maintain the Slopes and Blinds before some Windows, according to Exception.

Vide, fol. 587. Num. 10.

This Covenant came in next before the Covenant for Repair.

AND that he the said *B.* his Executors, Administrators and Assigns shall and will at his and their own Charges during the said Term repair, maintain and amend all Slopes or Blinds that are or ought to be before any of the Lights looking into the Ground of the said *A.* and that from Time to Time as often as Need shall be or require: And that the said Slopes or Blinds shall be always of the Height of the Top of the said Windows. *And further, &c.*

Another

Another Covenant, that the Lessor shall enjoy the Benefit of an Exception.

Vide the Exception, fol. 583. Num. 1.

This Covenant came in next after the Covenant to view.

AND the said *B.* for himself, &c. covenants as followeth, (*That is to say*) That he the said *A.* shall and may at all Times, until the said 24th Day of *June* next ensuing the Date of these Presents, have and enjoy for his own Use only the Room on the third Floor of the said Messuage or Tenement wherein he the said *A.* now lies, and the free Use of the Kitchen belonging to the said Messuage, for himself and his Family, in common with the said *B.* his Executors, Administrators and Assigns: And shall and may likewise at all Times, until the 29th Day of *Sept.* which will be in the Year, &c. have and enjoy a convenient Place under the Cellar-Stairs of the said Messuage, and inclose and keep the same locked for his own Use, as he shall have Occasion; and likewise another convenient Place in the said Cellar to lay up old Timber, or other Lumber therein: And shall and may from Time to Time have free Liberty of Ingress, Egress and Regress into and from the said Rooms and Conveniences during the respective Times aforesaid, without any Let, Denial or Interruption of or by the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons by his or their Means or Procurement: *And* further, that he the said *A.* his Executors, Administrators or Assigns shall and may at any Time before the Expiration of the said Term hereby granted (when he shall think fit) come into the said Premises with Workmen or others, and remove, take down and carry away the leaden Pipe made and set up by him the said *A.* from the Garret to the Vault or House of Office in the Cellar of the said Messuage.

Covenant to permit the Lessor to remove and take away a leaden Pipe at any Time.

Covenant, that the Lessee shall not suffer any Annoyance to the Messuage adjoining, and keep out all Soil and Filth from the Water-course which conveys the Water through his Yard, and pay Half the Charge of repairing the same, and also the Party-Gutters.

Vide the Exception, fol. 586. Num. 7.

This Covenant came in next before the Proviso for Re-entry.

AND also that he the said *B.* his Executors, Administrators or Assigns shall not nor will directly or indirectly commit or suffer any wilful Annoyance in or to the Messuage adjoining on the South to the said herein first mentioned Messuage, or to any the Inhabitants for the Time being in the same Messuage; and shall and will keep out all Soil and Filth from the Water-course which conveyeth the Water from the Yard of the said first-mentioned Messuage into the Street through the same other Messuage on the South thereof, to prevent all Stopping and Overflowing of the same Water-course:

course: And shall and will bear, pay and discharge one full Moiety of the Charge of repairing and cleansing the said Water-course and the Party-Gutters and Party-Pipes which convey the Water of the first-mentioned Messuage and the Messuage next thereto adjoining on the South into the Street from the Tops of the same Houses.

Another; and that the Lessee shall not hurt the Peers and principal Timbers.

This Covenant came in between the Covenant to view and the Proviso.

AND further, that he the said B. his Executors, Administrators and Assigns, shall not, nor will at any Time, during the said Term hereby granted, stop or hinder, or cause, or willingly suffer any the Ways, Passages or Water-courses, now made, or hereafter to be made, for the Carrying or Conveying any of the Soil, Dirt, Filth and Water, from the said demised Premises, or any other the Grounds in *Covent-Garden* aforesaid, or any Part thereof, to be stopped or hindred, nor do or cause, or suffer to be done, any Hurt, Damage or Prejudice to the Peers or Principals, of or belonging to the said demised Premises, or any Part thereof.

Covenant to repair, and to pay Half the Charge of amending and new making of the Pales, which divide a Yard, and of emptying a House of Office; the Soil whereof to be carry'd through the Premises demised, and the Messuage adjoining, by Turns.

AND that he the said B. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times, during the said Term, at his and their own proper Costs and Charges, well and sufficiently repair, support, uphold, sustain, maintain, glaze, pave, amend and keep the said two Messuages or Tenements, and all and singular other the Premises before demised, with the Appurtenances, and every Part and Parcel thereof, and all and every the Pavements, both within and without Glafs-windows, Sinks, Gutters, Water-courses, Privies and Wydraughts thereto belonging, or therewithal used, occupied and enjoyed, in, by and with all, and all Manner of needful and necessary Reparations, Pavings, Glazings, Cleansings and Amendments whatsoever, when, where, and as often as Need shall be or require, from Time to Time, and at all Times, during the Term aforesaid: And shall and will from Time to Time, during the said Term, when and as often as Occasion shall require, bear and pay one Moiety of all such Costs and Charges, as shall be required, for the Amending or new Making of the Pales, which divide the Yard of the said first mentioned Messuage, from the Yard of the Messuage next adjoining thereto: And also one Moiety of all such Costs and Charges, as shall be required to be paid or expended, for the Emptying, Cleansing, and Repairing the Vault of the said House of

H h h

Office,

Office, as often as there shall be Occasion, during the said Term; the Emptying of which said Vault, is to be through the said first mentioned Messuage, and through the said next adjoining Messuage on the South, by Turns, as there shall be Occasion, to empty the same from Time to Time, during the said Term; and the said Messuage, &c. so repaired to surrender at the End of the Term. [*As usual.*]

A Common Covenant to repair, fol. 508.

Another to repair a House, &c. and preserve Fruit-trees in a Garden, more full than usual, fol. 530.

Covenant that the Lessee shall pay a proportionable Part of mending a Well, and emptying a House of Office, fol. 534.

Mutual Covenant, that both the Lessor and Lessee, shall pay an equal Part of amending a Fence in an Alley, Ibid.

Covenant that the Lessor will repair, fol. 561.

Covenant to repair, and pay a proportionable Part of the Charge of amending a Pump, used in Common, fol. 572.

Covenant to repair several Messuages, and also Wharfings and Campshots, and pave Half a Passage, &c. fol. 574.

Covenant to repair, and to pay a proportionable Part of the Charge of amending a Pump, and emptying an House of Office used in Common, and a Meity of paving an Alley, fol. 576.

Covenant to repair as usual, and likewise Part of a Wharf, fol. 577.

Covenant to repair the Messuages, [As usual] together with all Buildings, built and standing, and to be built, &c. fol. 579.

Covenant that the Lessee will repair, during the Continuance of Lease, postea.

In a Lease of a Wharf, and Ware-houses and Messuage; Covenant to repair the same, and pay Half Charges of paving a Common Passage, and also of amending a Gutter.

AND that he the said B. his Executors, Administrators and Assigns, or some of them, shall and will, at his, their or some of their own proper Costs and Charges, well and sufficiently repair, support, uphold, sustain, maintain, amend and keep the said Wharf, with the Fenders, Capsels and Iron Rings thereunto belonging, and the said Messuages or Tenements, Rooms or Warehouses, and all and singular other the Premises herein before demised, with the Appurtenances, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever: And shall and will in like Manner repair, glaze, scour, amend and maintain, all the Fences, Stone-work, Glas-windows, Sinks, Gutters, Water-courses and Wydraughts, of and belonging to the said demised Premises; and that from Time to Time, and at all Times, during the said Term hereby letten, when, where and as often as Need or Occasion shall be or require: And will also at all Times hereafter, during the said Term, bear and pay one full and equal Half-part of the Charges of paving the Common Way or Passage, leading into the said hereby letten Premises, and the said Wharf, Westward, now or late in the Occupation of the said ——— and an equal Half-part of the Charges of a-

mending the Gutter, between the Shed and the said House, now or late in the Occupation of the said ——— And the said Wharf, with the Fenders, Capsells, and Iron Rings thereunto belonging; and the said Messuages or Tenements, Rooms or Ware-houses, and all and singular other the Premises herein before demised, with the Appurtenances, and also all the Glass-windows, Sinks, Gutters, Fences, Water-courses, Wydraughts and Pavements aforesaid, being so well and sufficiently repaired, supported, upholden, sustained, wharfed, fenced, cleansed, amended and kept, at the End of the said Term of ——— Years hereby letten, or other sooner Determination of these Presents, which shall first happen unto the said *A.* his Executors, Administrators and Assigns, peaceably and quietly, shall and will leave, surrender and yield up; together with, &c.

Covenant for the Lessee to do some Repairs, and for the Lessor to allow 5 l. towards the same, to be deducted out of the first Quarter's Rent.

AND the said *B.* and *C.* for themselves, and either of them, their and severally covenant, promise, &c. in Manner following; (*that is to say*) that they the said *B.* and *C.* their Executors, Administrators and Assigns, or some of them, at their or some of their own proper Costs and Charges, shall and will, within three Months after the Date hereof, cause the Fore-room up one Pair of Stairs, to be well and handsomely lined all round, with Deal of Beadwork, with a handsome Cornice round the Top of the Lining, and framed Shutters to the Windows; and at their or some of their like proper Costs and Charges, shall and will well and sufficiently repair, support, uphold, sustain, maintain, amend and keep the said Messuage or Tenement, and Premises hereby demised, with all the Appurtenances and Things thereunto belonging, in, by and with all, and all Manner of needful and necessary Reparations and Amendments whatsoever, and shall and will in like Manner, glaze, &c. [*As usual; and after the Words about surrendring the Premises, say,*] together with the said Wainscot, or Lining of the said Room and Window-shutters, to be made as aforesaid; and all other Wainscot, Linings, Partitions, Window-shutters, Shelves, Doors, Locks, Keys, the Leaden Cistern, Leaden Pipe, and other Things, which are fix'd, fastened and belonging to the said demised Premises, mentioned in the Schedule hereunto annex'd; and all such other Things, which during the said Term, shall be fix'd, fastened or belonging to the said demised Premises, and not removable, in like good Repair and Condition, (reasonable Use, &c.) [*N. B. There was a Clause at last, viz. after the Covenant for Enjoyment, for the Lessor to allow 5 l. towards the Repairs, as follows.*] And lastly the said *A.* doth hereby agree to allow unto the said *B.* and *C.* towards the Charge of Lining the said Fore-room up one Pair of Stairs, with Deal as aforesaid, the Sum of 5 l. out of the first Quarter's Rent, which shall become due for the Premises as aforesaid. *In Witness, &c.*

Covenant, that the Lessee shall lay out a certain Sum in Repairs, and shew the Work-mens Receipts testifying the same, which Sum was allowed to him out of the first Half-year's Rent; therefore the Reddend' was for a Pepper-corn for the first Half-year, and for the last — Years, the whole Rent.

AND further, that he the said *B.* will within the first six Months of the said Term, lay out and expend the Sum of 30*l.* at the least, in and about the necessary Repairs of the said Premises; which said Sum, it is hereby declared, by and between the said Parties, is for that Purpose allowed by the said *A.* in and by the Rent of the said Premises, for the first Half-year of the said Term hereby letten; and will, if required, produce and shew to the said *A.* his Executors, Administrators or Assigns, Receipts testifying the Expending and Laying out of the said Sum as aforesaid.

The Proviso for Re-entry follows this Covenant.

Covenant, that a Person shall have Liberty to come into the Premises, to take away Shelves and other Things, within the last six Months of the Term.

This Covenant came in next after the Covenant to view.

AND further, that it shall and may be lawful to and for the aforesaid *C.* of, &c. her Executors, Administrators and Assigns, at any Time within six Months, before the Expiration of the Term hereby granted, to enter and come into the said demised Premises, and to take away, remove, sell and dispose of the several Partitions, Wainscot, Shelves and other Things, belonging to the said *C.* mentioned in the Schedule hereunto annex'd, intitled, The second Schedule, without any Let, Suit, Trouble or Interruption, of or by the said *B.* his Executors, Administrators and Assigns, or any Claiming under him or them, any Thing in these Presents to the contrary notwithstanding.

See the Exception, Fol. 593. Numb. 20.

Covenant, that the Lessee shall lay out the Value of three Quarters Rent in Repairs; and Covenant from the Lessor, that the Lessee shall have Liberty to take down a Leaden Pipe, or House of Office, if it proves offensive, he paying for the Lead, and making good the Wainscot.

These came in next after the Covenant for peaceable Enjoyment.

AND the said *B.* for himself, &c. covenants, that he the said *B.* his Executors and Administrators, or some of them, shall and will expend and lay out, the full Sum or Value of three quarterly Payments of the Rent before reserved, in and about the necessary Repairing or Bettering of the said Premises, which for that Purpose is allowed by the said *A.* for the first three Quarters of a Year of the said Term hereby granted. And the said *A.* for himself, his Heirs and Assigns, doth consent, covenant and agree, to and with the said *B.* his Executors, Administrators and Assigns, by these Presents; that in Regard, the Pipe in the Vault or necessary House, which is at present above Stairs, has been offensive; if the same shall be so hereafter, he the said *B.* shall and may take away the said Pipe, paying to the said *A.* his Heirs and Assigns, the Money it yields above the Charge of taking it up, and making good the Wainscot, or other Damage to the House thereby, and leaving a Seat to the Vault or necessary House in the Cellar, which is made by the said *B.* where there was not any before. [*A Covenant for the Lessor to seal a Lease for a further Term, follows.*

Covenant, that the Lessor shall by such a Time put the Premises in tenantable Repair.

AND the said *A.* for himself, &c. covenants, that he the said *A.* his Executors, Administrators and Assigns, shall and will on or before the — put the Wharfing of the said Premises next the River of *Thames*, into sufficient and tenantable Repair.

Covenant, that the Lessee shall not erect any Building to darken Lights of another Messuage adjoining, nor alter Gutters, but the same to remain as now are.

This followed the Covenant to view.

AND the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons, by or with his or their Means or Privity, shall not, nor will at any Time or Times, during the said Term hereby letten, erect or build, or cause or suffer

suffer to be erected or built, any Erection or Building whatsoever, which shall or may in any wise hinder, obstruct or darken the Lights belonging to the said Messuage or Tenement, on the West-side of the Wharf hereby letten, now or late in the Occupation of the said — nor will at any Time or Times, during the said Term, alter the Water-course of the Gutter, between the Shed and House, now or late in the Occupation of the said — but that the same shall remain and continue, as they now are and be, during the said Term.

Covenant, that the Lessee shall not stop or dam up any Sinks, Gutters, Passages or Lights; nor to cut, weaken or impair any principal Timbers, without Licence of the Lessor.

These in fol. 524.

Covenant, that the Lessee shall not stop up any Lights of the Tenements of the Drapers Company, nor suffer any Incroachment; and that as often as any Controversy shall arise between the Lessee and other Tenants of the Company, to abide by such Award, as four Wardens of the said Company shall order.

This follows the Covenant to view.

AND further, that he the said B. his Executors, Administrators and Assigns, shall not, nor will at any Time or Times, during the said Term, stop up or obscure any the Lights of any other Messuages or Tenements, the Inheritance or Right whereof belongs to the Company of *Drapers*, of the City of *London*, (of whom the said hereby demised Premises are held); nor shall or will wittingly, or willingly permit or suffer any Incroachment to be made, of, in or upon the same Premises, or any Part thereof: And that as often as any Question or Controversy shall happen between the said — his Executors, Administrators or Assigns, and any other the Tenants of the said Company, or other Person or Persons, concerning any Light, Water-course, Annoyance, or other Thing, in or about the Premises; that then and in every Case, he the said B. his Executors, Administrators and Assigns, shall abide and perform such Award or Order, for the Ending or Pacifying thereof, as the four Wardens of the said Company for the Time being, shall make and set down between them in Writing.

Covenant, that the Lessee shall not do any Thing to hinder or darken the Lights of Messuages adjoining, any otherwise than by putting up a Board sloping, to hinder the Prospect into his Yard.

This came in next after the Covenant to view.

AND that neither he the said *B.* nor his Executors, Administrators or Assigns, nor any of them, shall or will by Building or otherwise, stop up any Light or Lights, Window or Windows, now of or belonging to a Messuage, built on the North-side of the said demised Piece of Ground, and now or late in the Tenure of *D.* nor shall or will at any Time, during the said Term, any way stop, hinder, darken, lessen or impair any of the Southward Lights or Windows, of or belonging to the said *E.* now made to and used with the said demised Ground, Room or Cellar, or to or with any of the Rooms, being above the same, other than by setting up a Board against — Windows sloping, at a convenient Distance, after the usual Manner, to hinder the Prospect down into the Yard of the said *A.* belonging to the Piece of Ground before demised. [*The Proviso follows.*]

Covenant, that the Lessee shall not build any Thing to hinder a Windmill from going or working.

This came in next after the Covenant to view.

AND further, that he the said *B.* his Executors, Administrators and Assigns, shall not, nor will at any Time or Times, during the said Term hereby demised, erect or build, or cause or suffer to be erected or built, in or upon the said Piece or Parcel of Ground hereby demised, or any Part thereof, any Shed, Erection or Building whatsoever, within fifty Foot of the Brick Work of the aforesaid Mill, standing in or near the said Ground hereby demised, which shall be above twelve Foot in Height, to the Intent the Working of the said Mill, or the Wind serving for that Purpose, may not be any Ways hindered, lessened, or obstructed.

Covenant, that the Lessor shall not build on the Ground next the Premises any Building, but what shall be three Foot distant; And Covenant from the Lessee, that he shall not suffer any House of Office to be made within ten Foot of the Lessor's Ground.

AND it is hereby mutually declared and agreed, by and between the said Parties, for themselves, their Executors, Administrators and Assigns, respectively; and the said *A.* for him, his Executors, Administrators and Assigns,

signs, doth covenant, promise and grant, to and with the said *B.* his Executors, Administrators and Assigns, by these Presents, that he the said *A.* his Executors, Administrators or Assigns, shall not, nor will at any Time, during the Term hereby granted, erect, build or set up, or cause or suffer to be erected, built or set up, in or upon his adjoining Ground, next the Ground of the said *B.* any Messuage, Tenement, Erection or Building whatsoever, but what shall stand and be built full three Foot distant from the Ground of the said *B.* which said three Foot is to be left for the Conveniency of Eves dropping and Slope-lights, to the Buildings of the said *B.* in case he shall build upon the North-side of the said demised Premises. [*Here follows a Covenant for B. to amend Slope-lights, as in fol. 599. then follows*] And further, the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, at his and their, or some of their own proper Costs, &c. to repair. [*Then a Covenant to view, &c. then the following Covenant before the Proviso for Re-entry*] And the said *B.* for him, &c. covenants, that he the said *B.* his Executors, Administrators, Tenants or Assigns, shall not, nor will at any Time, during the said Term, dig, build or make, or suffer to be made, any House of Office, Easement or Privy, within ten Foot of the Ground of the said *A.* on the North-side of the Premises hereby demised.

Covenant, that the Lessee shall not take away, or alter any of the Timbers or Walls, without Consent.

Another. Fol. 524.

This came in next after the Covenant to view.

AND further, that they the said *B.* and *C.* their Executors, Administrators or Assigns, either or any of them, will not at any Time remove, take away, or alter any of the Timbers or Walls of the said Messuage or Tenement, without the Consent of the said *A.* his Executors, Administrators or Assigns, in that Behalf.

Covenant, that the Lessee shall not alter or divide the Premises, without Consent, upon Forfeiture of 50 l. for every Time so doing.

This came between the Proviso and Covenant for peaceable Enjoyment.

AND furthermore, the said *B.* for himself, &c. covenants, that if he the said *B.* his Executors, Administrators or Assigns, do or shall at any Time hereafter, during the said Term of twenty-one Years hereby granted, without the special Licence, Consent and Agreement of the said *A.* his Executors, Administrators or Assigns, first had and obtained in Writing, under his

his or their Hands and Seals, divide, alter or make, or cause to be divided, altered or made, the said Messuage or Tenement, in any other Manner than now the same is; then and in such Case, he the said *B.* his Executors, Administrators or Assigns, shall truly pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of 50*l.* of lawful, &c. within three Months next after any such Division or Alteration shall be so made of the said Messuage or Tenement, any Thing aforesaid to the contrary notwithstanding.

Covenant, that if the Lessee shall make any Alterations of the Premises, he shall indemnify the Lessor by Reason thereof.

This was the last Covenant.

AND lastly, the said *B.* for himself, &c. covenants, that if at any Time or Times hereafter, he the said *B.* his Executors, Administrators or Assigns, shall make any Alteration of whatsoever Kind, of, in or unto the demised Premises, or any Erections or Buildings thereupon standing or being; that then and in every, or any such Case, he the said *B.* his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter for ever, free, secure, indemnify and save harmless the said *A.* his Executors, Administrators and Assigns, of and from all Costs of Suit, Charges and Expences, Damages and Demands whatsoever, which shall or may arise or happen, as well in Law as in Equity, or either of them, touching or relating thereunto, in any manner of wise. *In Witness, &c.*

Covenant, that the Lessee shall not build a Smith's Shop on the Premises, without Licence.

This came next after the Covenant to repair.

AND also, that he the said *B.* his Executors, Administrators or Assigns, shall not, nor will erect, build or make, or cause or procure, or suffer to be erected, built or made, any Smith's Shop or Forge, in, upon or about the Ground hereby leased, or any Part thereof, during the Continuance of this Demise (the said Term hereby granted) without the express Consent and Licence of the said *A.* his Executors, Administrators or Assigns, in Writing, under his or their Hands and Seals for that Purpose, first had and obtained.

✍ *Covenant that the Lessee shall not let the Premises to Persons using some particular Trades, without Consent.*

This came next after the Covenant for the Lessor to enjoy the Benefit of an Exception, which followed the Covenant to view.

AND that neither he the said *B.* nor his Executors, Administrators or Assigns, or any of them, shall or will, at any Time or Times hereafter, during the said Term hereby granted, sell, assign over, or otherwise depart with this present Indenture of Lease, or the Messuage or Tenement, and Premises hereby demised, or any Part thereof, or his or their Estate, Term or Interest therein, or any Part thereof, to any Person or Persons whatsoever, using or exercising, or which shall use or exercise therein, the Trades or Occupations hereafter mentioned, or any of them, *viz.* Brazier, Smith, Tallow-Chandler, Wax-Chandler, Soap-boiler, Butcher, Tripe-dresser, Baker, Flaxman, Box-maker, Pewterer, Joyner, Bell-founder or Plummer, without the Consent of the said *A.* his Executors, Administrators and Assigns, thereunto first had and obtained.

Another.

This came next after the Covenant to view.

AND the said *B.* for himself, his Executors, Administrators and Assigns, doth further covenant, &c. that he the said *B.* his Executors, Administrators or Assigns, nor any of them, shall not, nor will at any Time or Times hereafter, during the said Term of — Years hereby demised, nor at any Time or Times afterwards, assign, let or any otherwise depart with the said hereby demised Messuage, House or Tenement, Yards and Premises, or any Part thereof, to any Person or Persons whatsoever, or permit or suffer the same, or any Part thereof, to come into the Hands, Use, Power or Possession of any Person or Persons whatsoever, who shall use or exercise therein, or in any Part thereof, any of the Trades of a Vintner, Alehouse-keeper, Cook, Victualler, Distiller, Smith, Pewterer, Tallow-Chandler, Butcher, Oilman, Soap-boiler, Coffee and Tea Seller, or to any other Person or Persons whatsoever, who shall vend, utter or sell therein, or in any Part thereof, any Liquor or Liquors whatsoever, or that shall keep any Shop or Trade whatsoever, in the same demised Premises, or in any Part thereof, without the special Leave, Licence, Consent or Agreement of the said *A.* his Heirs or Assigns, in Writing, under his or their Hand or Hands, therefore first had and obtained.

The Proviso for Re-entry follows in Fol. 613.

Covenant, that if the Lessee shall let the Premises to some particular Trades, he shall pay a further Rent; and that the Lessor, may in case of Non-payment, distrain for such Rent; Proviso for Re-entry accordingly.

This followed the Covenant to view.

AND the said B. and C. for themselves, and either of them, their and severally, covenant, &c. that if they the said B. and C. or either of them, their or either of their Executors, Administrators, Under-tenants or Assigns, or any of them, do or shall at any Time or Times, during the said Term of — Years hereby letten, use or exercise in the said Messuage or Tenement, and Premises hereby demised, or any Part thereof, the Business or Profession, of or belonging to a Scrivener, Attorney, Solicitor or Notary Publick, or any of them, or shall demise or let the said Messuage or Tenement, and Premises, or any Part thereof, or sell, assign or part with their or either of their Term or Interest therein, or in any Part thereof, or suffer the Possession thereof, or of any Part thereof, to come unto any Person or Persons, that shall use or exercise therein, or in any Part thereof, the Business or Professions aforesaid, or either or any of them, without the Licence and Consent of the said A. his Executors, Administrators or Assigns, in that Behalf, first had and obtained in Writing, under his or their Hands and Seals, testified by two or more credible Witnesses; that then and in any of the said Cases, and from thenceforth yearly, for the then Residue of the said Term of — Years hereby letten, they the said B. and C. their Executors, Administrators or Assigns, and either and every of them, shall and will yield and pay, or cause to be paid unto the said A. his Executors, Administrators or Assigns, as an Additional or Increase of Rent, the further Sum of 60*l.* of lawful, &c. over and above the said yearly Rent or Sum of 60*l.* herein before reserved on the said four Feasts or Quarter-days above-mentioned quarterly, by equal Portions: And moreover, that upon Default or Non-payment of the said additional Rent or Sum of 60*l.* or any Part thereof, it shall and may be lawful, to and for the said A. his Executors, Administrators and Assigns, to enter into the said Premises, or any Part thereof, and to distrain as well for the said additional yearly Rent of 60*l.* and all Arrears thereof, or any Part thereof, as for the said yearly Rent or Sum of 60*l.* herein before reserved. *Provided* always, that if it shall happen the said yearly Rent or Sum of 60*l.* herein before reserved, or the said additional Rent or Sum of 60*l.* payable as herein before is mentioned, or either of them, or any Part of them, or either of them shall be behind or unpaid, in Part or in all, by the Space of, &c. [*The rest as usual, only in the Covenant for Enjoyment, say*] the Lessee paying the said yearly Rent or Sum of — *l.* herein before reserved, (and the said additional Rent or Sum of — *l.* if the same shall grow due, and become payable as aforesaid) as the same are herein before reserved or made payable respectively, and observing, &c.

*Proviso
for Re-
entry up-
on Non-
payment
of the
Rent,
and addi-
tional
Rent.*

Another, that the Lessee shall not deal in any Thing that is dealt in by the Lessor, nor let the Premises to any Persons that shall do it, upon Pain of his paying more Rent.

This followed the Covenant to repair, there being no Covenant to view, it being in a Lease of a Shop.

AND whereas the said *A.* for several Years last past, hath used and exercised the Trade of a Cutler, in a Shop known by the Sign of the — in — Alley aforesaid, opposite to the Shop hereby letten, and of Buying and Selling therein such Goods, as are usually dealt in by Persons of that Trade, in the said Alley, and elsewhere: *And therefore* to the Intent the Trade of the said Shop may not be prejudiced, by Means of any Persons using or exercising the said Trade, in the said hereby letten Premises; it is mutually agreed, by and between the said Parties to these Presents; and the said *B.* for himself, &c. covenants, that if he the said *B.* his Executors, Administrators or Assigns, do or shall, at any Time or Times, during the said Term of — Years hereby granted, use or exercise within the said Premises hereby letten, or any Part thereof, the Trade, Business or Employment of a Cutler or Toyman, or of Buying or Selling of Toys, or any other Goods usually dealt in by the said *A.* or by her Tenant *C.* or by Persons of that Trade in the said Alley, or elsewhere; or shall demise or let the said Premises, or any Part thereof, or sell, assign over, or part with his or their Term or Interest therein, or suffer the Possession thereof, or any Part thereof, to come unto any Person or Persons, that shall use or exercise therein, or in any Part thereof, the Trade, Business and Employment aforesaid, without the Licence and Consent of the said *A.* her Executors, Administrators or Assigns, in that Behalf, first had in Writing, under her or their Hands and Seals, testified by two or more credible Witnesses; that then and in either of the said Cases, and from thenceforth yearly, for the then Residue of the said Term of — Years hereby granted, he the said *B.* his Executors, Administrators or Assigns, shall and will yield and pay, or cause to be paid unto the said *A.* her Executors, Administrators or Assigns, as an Additional or Increase of Rent, the Sum of — of lawful, &c. over and above the said yearly Rent or Sum of — herein before reserved, on the said four Feasts or Quarter-days above-mentioned, quarterly, by equal Portions; and will pay the first Quarter's Payment thereof, on such of the said Feast-days as shall happen next after such his or their Using the aforesaid Trade in the said Premises, or letting the same, or assigning or parting with his or their Term or Interest thereof, or suffering the Possession thereof to come to any Person or Persons, that shall use or exercise the said Trade, without such Consent as aforesaid, contrary to the true Intent and Meaning of these Presents. *Provided*, that if it shall happen the said yearly Rent of Sum of — *l.* or the additional Rent or Sum of — *l.* before reserved, and to be paid as herein before is mentioned, or either of them, or any Part of them, or either of them shall be behind or unpaid, &c. [*The rest as usual, and as above.*]

Proviso
for Re-
entry.

Obser.

There were no Reddend' for a further Rent in any of the Leases where the foregoing Covenants were in; but there is One in the Lease fol. 543 & 544, and likewise a Covenant for the Lessee not to let the Premises to some particular Trades, upon Pain of paying more Rent.

Proviso, that if the Lessee shall deal in some particular Things, or let the Premises to some particular Trades, the Lease to be void.

This came next after the Proviso for Re-entry.

PROVIDED also, and these Presents are upon this express Condition, that if at any Time or Times hereafter, during the said Term of — Years hereby letten, the Premises hereby leased, or any Part thereof, shall be used or occupied, for laying or selling of Stones or Lime therein, or thereupon, or that thereon, or on any Part thereof, shall be built any House, Shed, Erection or Building, which shall be used or occupied, for or as a Brew-house, Dye-house, or for a Tallow-Chandler's Use, or for melting of Tallow, without the Licence first had and obtained in Writing, under the Hand and Seal of the said A. his Executors, Administrators and Assigns, that then and in such Case these Presents, and the Term hereby letten shall cease, determine, and be utterly void, and of none effect, to all Intents and Purposes, as if the same had never been made, any thing herein contained to the contrary thereof, in any wise notwithstanding.

Proviso, that if the Rent is not paid, or if the Lessee lets the Premises to some particular Trades, to re-enter.

PROVIDED always, that if it shall happen, &c. [*As usual to the Words*] (being lawfully demanded); or if the said B. his Executors, Administrators or Assigns, shall at any Time, during the said Term, demise, grant or let the said Premises, or any Part thereof, or assign this present Lease, or the said Premises, or any Part thereof, or the Term of Years, Interest or Estate therein, and thereby granted, or suffer the same Premises, or any Part thereof, to come unto the Possession of any Person or Persons, that shall therein, or in any Part thereof, use, follow, or exercise, or suffer to be used, the Trades, &c. contrary to the true Intent and Meaning of these Presents; that then and from thenceforth, and at all Times afterwards, in either of the said Cases, it shall and may be lawful, &c.

Proviso,

Proviso, that if the Rent is not paid by such a Time after the Quarter-Days; or if the Lessee lets the Premises to some particular Trades, the Lessor may re-enter.

This Proviso came after the Covenant to enjoy; and another Proviso followed, that the Lessee might determine.

PROVIDED always, and these Presents are upon this Condition nevertheless, that if it shall happen the said yearly Rent, &c. [*As usual to the Words*] (being lawfully demanded); or if the said B. his Executors, Administrators or Assigns, or any of them, shall keep in the said demised Messuage, House or Tenement, Yards and Premises, or any Part thereof, any of the Trades aforesaid, or any other Trade or Trades whatsoever, without Leave as aforesaid, or shall assign, demise or let the said demised Messuage, House or Tenement, Yards and Premises, or any Part thereof, to any Person or Persons whatsoever, who shall use or exercise therein, or in any Part thereof, any of the Trades aforesaid, or any other Trade or Trades whatsoever, or that shall keep any Shop or Shops in the same, or in any Part thereof; or that shall vend, utter or sell any Liquor or Liquors in the same Premises, or in any Part thereof, without the special Leave, Licence, Consent and Agreement of the said A. his Heirs or Assigns, in Writing, therefore first had and obtained as aforesaid, contrary to the true Meaning of the preceding Covenant; that then and from thenceforth, in either or any of the said Cases, at all Times afterwards, it shall and may be lawful, &c. [*As usual. Vide the second Covenant, fol. 610.*]

Another, that if the Rent is not paid, or if Breach be made of any the Covenants.

PROVIDED, &c. [*As usual*] Or if Breach shall happen to be made by the said B. his Executors, Administrators or Assigns, or any of them, of any of the Covenants, Provisoes or Agreements herein contained, on the Part and Behalf of the said B. his Executors, Administrators or Assigns, to be kept, done or performed; that then and from thenceforth in any such Case, it shall and may be lawful unto and for the said A. &c. [*As usual.*]

Another, that if the Rent is not paid, or Repairs done according to the Covenant for that Purpose, to re-enter.

PROVIDED, &c. [*As usual*] Or if the said Messuages or Tenements, and Premises, with the Appurtenances, be not well and sufficiently repaired and amended, within the Space of six Months next after every or any such Notice or Warning, so given or left as aforesaid, according to the aforesaid Covenant of the said B. in that Behalf; that then and from thenceforth in either of the said Cases, it shall and may be lawful, &c.

Proviso, that the Lessee shall have Liberty to surrender his Lease after the End of the first — Years, giving six Months Notice, fol. 515.

Proviso
for sur-
rendering
and deter-
mining
Leases.

That the Lessee shall have Liberty to determine the Lease, after the End of the first seven or fourteen Years.

PROvided, and it is hereby covenanted and agreed, by and between the said Parties, for themselves, their several Heirs, Executors and Administrators, respectively, and the true Intent and Meaning of them, and of these Presents, is declared to be as followeth; (*that is to say*) that if the said B. his Executors, Administrators or Assigns, shall at the Expiration of seven Years of the said Term hereby granted, be minded to surrender the said Premises, and to determine and make void the then Residue of the said Term therein, and of such his or their Mind and Intention shall give or leave six Months Notice or Warning in Writing, under his or their Hands and Seals, at the then Dwelling-house or Place of abode of the said A. his Heirs or Assigns, before the Expiration of the said seven Years; and shall and do also at the End of the said seven Years of the said Term, accordingly surrender and deliver up the said Premises unto the said A. his Heirs or Assigns, sufficiently repaired and kept, according to the true Meaning of these Presents; that then and in such Case, and upon and after the said Notice so given, and such Surrender so made of the said Premises, these Presents as to the then Residue of the said Term hereby granted, shall cease and be determined, any Thing aforesaid to the contrary notwithstanding. And further also, that if the said B. his Executors, Administrators or Assigns, shall not give such Notice, and surrender the said Premises, at the End of the said first seven Years of the said Term; and shall at the Expiration of fourteen Years of the said Term hereby granted, be minded to surrender the said Premises, and determine the then Residue of the said Term, and of such his or their Mind and Intention shall give or leave six Months Notice or Warning in Writing, in such Manner, and at such Place as aforesaid, before the End of the said fourteen Years; and at the End of the said fourteen Years, shall and do accordingly surrender and deliver up the said Premises, so sufficiently repaired as aforesaid unto the said A. his Heirs or Assigns; that then and in such Case also after such Notice so given, and Surrender so made, at the End of the said fourteen Years as aforesaid, these Presents as to the then Remainder of the said Term hereby granted, shall cease and be determined, any Thing aforesaid to the contrary notwithstanding. *In Witness, &c.*

Another, but shorter.

PROvided also, and it is hereby further covenanted, declared and agreed, by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns; that if the said *B.* his Executors, Administrators or Assigns, shall be minded, at the End and Expiration either of the first five Years, or seven Years of the said Term of eleven Years hereby granted, to leave the said Premises hereby letten, and discontinuè the Term hereby granted, and of such his Mind and Intention shall give or leave six Months Notice or Warning thereof in Writing, unto or for the said *A.* his Heirs or Assigns, upon any of the said Feasts or Quarter-days above-mentioned; that then and in either of the said Cases, and from and after the Expiration of the said six Months Notice so given as aforesaid, this present Indenture of Lease, and the Term of Years hereby granted, shall cease, determine, and be utterly void and of none Effect, these Presents, or any Thing herein contained to the contrary, &c.

Proviso for the Lessee to surrender, upon two Months Notice from the Lessor for him to renew his Lease, the Lessor giving the Lessee a Bond or Covenant, to oblige him to seal another Lease for the Remainder of the Term.

PROvided, and it is here by further expressly declared, covenanted and agreed, by and between the said Parties, to these Presents, for themselves, their Executors, Administrators and Assigns, that if the said *A.* his Executors, Administrators or Assigns, shall at any Time, during the said Term hereby demised, be minded to surrender up his or their Lease and Term of Years, of and in the said Premises hereby letten to the *said Company of Apothecaries, London*, of whom he holds the same for a longer Term than is hereby granted as aforesaid, to the Intent to renew his Lease, to have and take a further Term therein; and before such his intended Surrender, the said *A.* his Executors, Administrators or Assigns, shall give or leave two Months Notice in Writing, at the said demised Premises, to or for the said *B.* his Executors, Administrators or Assigns, to surrender up this present Lease, and the then Residue of the said Term hereby granted unto him the said *A.* his Executors, Administrators or Assigns: And if the said *A.* his Executors, Administrators or Assigns, at any Time within the said two Months after such Notice so given, shall leave or deliver unto, or for the said *B.* his Executors, Administrators or Assigns, at the said Premises, (a good and sufficient Covenant) [*Or thus*] (one Bond or Obligation) under his or their Hands and Seals, duly executed in the Presence of, and attested by two or more credible Witnesses, wherein and whereby the said *A.* his Executors, Administrators or Assigns, shall be obliged [*If a Bond, then say*] to the said *B.* his Executors, Administrators or Assigns, in a sufficient Penalty, to be conditioned to seal and execute to the said *B.* his Executors, Administrators or Assigns, (at the Costs and Charges of the said *A.* his Executors, Admini-

Administrators or Assigns, [*Or thus*] (his or their Request and Charges) within six Months next after such Surrender so made as aforesaid, a new or other Lease of the said several Pieces or Parcels of Ground, Crane, and all other the Premises herein before demised, with the Appurtenances, for all the Residue of the said Term of — Years hereby granted, which shall be then to come and unexpired, at and under the said yearly Rent of — *l.* and the like Covenants, Conditions and Agreements, (*mutatis mutandis*) to be contained in such new or other Lease, so to be granted as aforesaid, as are contained in these Presents; in such Case, if the said *B.* his Executors, Administrators or Assigns, at or before the End of the said two Months, after such Notice so given as aforesaid, do not, or shall not deliver and surrender up this present Lease, and all his and their Term of Years and Time therein then to come and unexpired, Right, Title and Demand, in and to the same, unto the said *A.* his Executors, Administrators and Assigns; that then and in Default thereof, and from and after the End of the said two Months Notice, so given as aforesaid, these Presents and the Term thereby granted, shall cease, determine, and be utterly void, and of none Effect, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *B.* doth hereby covenant and agree, to and with the said *A.* his Executors, Administrators and Assigns, that upon such his or their Executing such a new or other Lease of the said Premises, upon surrendering this present Indenture, according to the true Intent and Meaning of these Presents, he the said *B.* his Executors, Administrators and Assigns, will accept thereof, and seal and execute in due Form of Law, a Counterpart thereof to the said *A.* his Executors, Administrators or Assigns, *at his or their like Costs and Charges.* *In Witness, &c. Vide another, postea.*

Proviso, that if the Lessor, or the Person under whom he holds, shall give Notice to the Lessee to surrender, in order for them to renew; and if he refuses, then the Lease to be void; and upon such Surrender, they to seal a new Lease for the Remainder of the Term, and until such new Lease granted, the Lessee to enjoy the Premises; the Lessee covenants to accept of such new Lease, and to execute a Counterpart.

This came next after the Proviso for Re-entry.

PROVIDED also, and it is conditioned, declared and agreed, by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, respectively, that if *C.* of, &c. (under whom the said *A.* holds the said Premises) his Executors, Administrators or Assigns, or the said *A.* his Executors, Administrators or Assigns, or any of them, shall at any Time or Times, during the said Term hereby granted, be minded to surrender his or their Estate and Interest, of and in the said demised Premises, in order to take a new or further Lease thereof, and shall give Notice thereof, to or for the said *B.* his Executors, Administrators or Assigns, or

K k k k

any

any of them, at or upon any Part of the said demised Premises: And the said *B.* his Executors, Administrators or Assigns, shall not within ten Days after such Notice or Warning given or left as aforesaid, surrender and deliver up this present Lease, and the Term thereby granted, and the Premises thereby demised unto the said *A.* his Executors, Administrators or Assigns, that then this present Demise shall cease, determine, and be void, any Thing herein before contained to the contrary thereof, in any wise notwithstanding. And the said *A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *B.* his Executors, Administrators and Assigns, and every of them, that upon such his or their Surrender so made of these Presents, and the Premises thereby letten as aforesaid, he the said *A.* his Executors, Administrators and Assigns, shall and will make, seal and execute, or procure to be made, sealed and executed unto the said *B.* his Executors, Administrators or Assigns, or some of them, at the Charge of the said *A.* his Executors, Administrators or Assigns, within thirty Days next after such Surrender of this present Lease and Premises, thereby letten as aforesaid, a new Lease of the said Premises, for the then remaining Part of the said Term of Years hereby granted, at and under the like Rent, Covenants, Conditions and Agreements herein reserved and contained, so as the said *B.* his Executors, Administrators and Assigns, do seal and execute a Counterpart thereof, which Lease the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree, to and with the said *A.* his Executors, Administrators and Assigns, to accept, and at the same Time to seal and execute to him or them a Counterpart thereof: And it is hereby agreed and declared, that from and after such Surrender so made of these Presents, until such new Lease shall be so made and executed, it shall and may be lawful unto and for the said *B.* his Executors, Administrators and Assigns, to hold and enjoy the said Premises, paying the Rent, and performing the other Covenants and Agreements herein reserved and contained, which after such Surrender, and until such new Lease shall be so executed on their Parts, shall grow due, and ought to be paid and performed; which the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree, to and with the said *A.* his Executors, Administrators and Assigns, to pay and perform accordingly. And the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, from Time to Time, during the said Term, upon any Avoidance of this present Lease, by Force or Means of the Condition aforesaid, shall and will accept of a new Lease of the said Premises, for the then Remainder of the said Term, and at, under, and according to the Rent, Covenants, Conditions and Agreements herein before reserved and contained, in case the said *A.* his Executors, Administrators and Assigns, shall within three Months next after any such Avoidance, require them to accept of, and shall grant and execute the same. [*Add a Covenant for A. to put the Premises in Repair; then for peaceable Enjoyment.*]

Proviso, that the Lessor may determine the Lease at the End of any twelve Months, giving the Lessee twelve Months Notice; and in case of Refusal, he to stand to the Damage happening thereby: And another Proviso for the Person of whom the present Lessor holds, he giving six Months Notice; and in case neither of them shall give Notice to determine the Lease within six Years, then the Lessee to have Liberty to determine the Lease, at the End of the first seven Years.

This came next after the Proviso for Re-entry, which followed the Covenant for peaceable Enjoyment, which followed the Covenant to view.

PROVIDED also, and it is nevertheless declared and agreed, by and between the said Parties to these Presents, that if the said *A.* his Executors, Administrators or Assigns, shall be minded to yield up the said hereby demised Premises unto the aforesaid *C.* of whom he holds the same (amongst other Things as aforesaid, at the End of any twelve Kalendar Months, during the said Term hereby granted, and of such his Mind or Intention shall give or leave twelve Months Notice or more in Writing, unto or for the said *B.* his Executors, Administrators or Assigns, at the said demised Premises, or some Part thereof; that then he the said *B.* his Executors, Administrators or Assigns, shall and will at the End of the said twelve Months next after such Notice so given or left as aforesaid, surrender and deliver up this present Indenture of Lease unto the said *A.* his Executors, Administrators or Assigns, to be cancelled, and perform the Covenants herein contained, to the Time of such Surrender, and quietly and peaceably clear and quit the Possession of the hereby demised Premises; but if the said *B.* his Executors, Administrators or Assigns, shall not surrender this present Indenture of Lease, and quit the Possession of the said Premises as aforesaid; that then and in such Case, this present Indenture of Lease, and the Demise hereby made, shall from thenceforth cease, determine, and be absolutely null and void, to all Intents and Purposes whatsoever; and the said *B.* shall sustain and bear all such Costs and Damages, which may happen to the said *A.* by reason of his not delivering up the said Premises as aforesaid, this Indenture, or any Thing herein contained to the contrary notwithstanding. *Provided* likewise; and it is further covenanted, declared and agreed, by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, that if the said *C.* his Executors, Administrators or Assigns, or any of them, shall at any Time hereafter, during the said Term of twelve Years hereby demised, be minded, or desirous to surrender up the Indenture of Lease, whereby he holdeth the said Premises (amongst other Things) and of such his or their Mind or Desire, shall give or leave six Months Notice or Warning, unto or for the said *A.* his Executors, Administrators or Assigns: And the said *A.* his Executors, Administrators or Assigns, shall give or leave Notice or Warning in Writing, at the said demised Premises, or some Part thereof, unto or for the said *B.* his Executors, Administrators or Assigns, of such the said *C.*'s Desire or Intention to surrender the said Premises, and of the Notice or Warning, which shall

be so given by him for that Purpose as aforesaid; that then and in such Case, he the said *B.* his Executors, Administrators or Assigns, shall and will within six Kalendar Months next after such Notice or Warning given or left, to or for him or them as aforesaid, surrender and deliver up this present Indenture of Lease to the said *A.* his Executors, Administrators or Assigns, to be cancelled, and perform the Covenants herein contained to that Time, and quietly, &c. [*As before verbatim*]. And lastly it is provided, declared and agreed, by and between the said Parties, that if this present Lease, and the Term thereby granted, shall not be surrendered or determined, or Notice shall not be given for surrendring or determining the same, according to the Purport of the two last preceding Provisoes herein before contained, at the Expiration of the first six Years of the said Term of twelve Years: And the said *B.* his Executors, Administrators or Assigns, shall then be minded to surrender this present Indenture of Lease, and the then Remainder of the Term thereby granted, and of such his or their Mind and Intention, shall give or leave Notice in Writing, unto or for the said *A.* his Executors, Administrators or Assigns, at ——— that he and they will leave the said Premises, and surrender this present Lease, and his Estate and Interest therein, at the End of the first seven Years of the said Term hereby demised; that then and in such Case, from and after the Expiration of the said seven Years, this present Indenture of Lease, and the then Residue of the Term thereby granted, and every Covenant, Article and Thing therein contained, shall cease, determine, and be utterly void and of none Effect, any Thing therein before contained to the contrary notwithstanding. *In Witness, &c.*

Obfer.
Habend.

In the Lease, wherein were these foregoing Covenants, there was the following Habend', viz. To have and to hold, &c. [As usual, then the Words] subject nevertheless to the several Provisoes or Conditions herein after contained, for the sooner Determination of the said Term, in such Manner as hereunder is mentioned: Yielding, &c. [As usual, but in the Covenant to pay the Rent say] that the Lessee (shall and will yearly, and every Year, during the Continuance of this present Lease, well and truly pay, &c.) [And so likewise say in the Covenant for peaceable Enjoyment, and all through the Lease; and in the Covenant for Repairs, say as follows:

Covenant
to repair.

And that he the said *B.* his Executors, Administrators and Assigns, shall and will, from Time to Time, at his, their, or some of their own proper Costs and Charges, well and sufficiently repair, maintain, sustain, uphold, amend, wharf, scour, cleanse, and keep the said Dry Dock and Launch, and the Water-gates, Wharf, Bank of the River of *Thames*, Walls, Fences, and all other the hereby demised Premises, with the Appurtenances, in, by with all, and all Manner of needful and necessary Reparations, Scouring, Cleansing, Wharfing and Amendments whatsoever, when, where and as often as Need or Occasion shall be or require, during the said Term, or for so long Time thereof, as the said *B.* his Executors, Administrators or Assigns, shall hold and enjoy the same, by Virtue of these Presents; and the said Dry Dock, &c. at the End and Expiration, or other sooner Determination of the said Term of twelve Years, which shall first happen unto the said *A.* his, &c. peaceably and quietly, shall and will leave, &c. [*The rest as usual.*

Proviso,

Proviso, that if the Lessee die any Time before the Expiration of the Lease, his Executors may have Liberty to determine it, giving six Months Warning.

This came next after the Proviso for Re-entry.

PROVIDED also, and it is hereby mutually agreed, by and between the said Parties; and the said *A.* doth hereby covenant and agree, for herself, her Executors, Administrators and Assigns, to and with the said *B.* his Executors, Administrators and Assigns, that if the said *B.* shall at any Time, before the Expiration of the said Term of eleven Years hereby granted, happen to die, or depart this Life, and his Executors or Administrators, shall be desirous and minded to determine, and make void this present Lease, and the Term thereby granted, and to surrender up the same, and of such their Mind and Intention, shall upon any of the Quarter-days herein before mentioned, give or leave six Months Notice in Writing, unto or for the said *A.* her Executors, Administrators or Assigns, at — that then and in such Case, and from and after the said six Months Notice, so given or left as aforesaid, this present Lease, and the said yearly Rent, and all the Covenants and Agreements herein contained, by and on the Part of the said *B.* his Executors, Administrators and Assigns, to be paid and performed, for and in respect of the then Remainder of the said Term hereby granted, shall cease and be determined, and of none Effect, any Thing in these Presents, &c. [*The Covenant for peaceable Enjoyment followed.*]

In a Lease of a Decoy. Proviso, that if the same shall happen to be destroyed, the Lessee shall have Liberty to determine the Lease.

AND lastly, it is provided, declared and agreed, by and between the said Parties; and the said *A.* for himself, his Heirs, Executors, Administrators and Assigns, &c. covenants, that if at any Time, during the said Term hereby granted, the said Decoy shall happen to be utterly destroyed by Fire, or any other inevitable Accident; that then and in such Case, if he the said *B.* his Executors, Administrators or Assigns, shall be minded and desirous to surrender, and deliver up this present Lease and Premises thereby demised, and his and their Term therein, at the First of the said Feast-days, on which the said yearly Rent is hereby reserved, which shall happen next after the said Decoy shall so happen to be destroyed, and thereof shall give or leave one Month's Notice, unto or for the said *A.* his Heirs or Assigns, at — And shall on the said First of the said Feast-days, then next happening, duly pay all Rent which shall be then due and in arrear for the said Premises, and perform all other the Covenants and Agreements herein contained, on his and their Parts to be performed; and shall then also surrender and deliver up to the said *A.* his Heirs or Assigns, that Part of this present Indenture of Lease, which is under the Hand and Seal of the said *A.* that then and from thenceforth, and at all Times afterwards, these

these Presents, and the Term hereby granted, and every Thing herein contained, shall cease, determine, and be utterly void, to all Intents and Purposes, any Thing aforesaid to the contrary notwithstanding: And that then and thereupon, he the said *A.* his Heirs, Executors, Administrators or Assigns, shall and will deliver up that Part of these Presents, which is under the Hand and Seal of the said *B.* to be cancelled. *In Witness, &c.*

In a short Lease of a House. Covenant, that if the Lessee intends to leave the Premises at the End of the Term, he shall give the Lessor six Months Notice, that he may put a Bill on the Door.

This came between the Proviso and Covenant for Enjoyment.

AND the said *B.* for himself, &c. covenants, that if he shall be minded to leave the said Premises, at the End of the said three Years, he and they shall and will give six Months Notice in Writing, before the Expiration of the said Term of three Years, unto the said *A.* his Executors, Administrators and Assigns, of such his or their Mind and Intention; and thereupon after such Notice given, the said *A.* shall and may put up and affix a Bill or Bills upon the Premises for letting thereof.

For Les- For a Lessor executing a Lease for a further Term, fol. 510.
sors exe- In a Lease of Part of a House; Covenant, that if the Lessor shall conti-
cuting nue to hold by Virtue of his Lease; and the Lessee shall be desirous to
Leases for take a further Term, he shall execute another Lease, fol. 566.
Terms.

Covenant for a Lessor's Executing a Lease for a further Term, if the Lessee is desirous to hold the same; and in Default thereof, the Lessee notwithstanding to hold for such Term.

AND lastly, &c. [The same as that in fol. 510. to the Words] he the said *B.* his Executors, Administrators and Assigns, at the same Time executing a Counterpart of such Lease to the said *A.* his Heirs or Assigns, which the said *B.* doth hereby covenant and agree with the said *A.* his Heirs and Assigns, that he his Executors or Assigns, will duly execute accordingly; and in Default of such his or their granting such further Lease or Term, of and in the said Premises as aforesaid; that in such case, it shall and may be lawful, to and for the said *B.* his Executors, Administrators or Assigns, by Virtue of these Presents, to hold and enjoy the said Premises before demised, for the said further Term of seven Years, to commence from the End and Expiration of the said seven Years hereby granted, at the said yearly Rent of — *l.* and under the Covenants before herein contained, on his and their Parts, to be paid and performed. *In Witness, &c.*

For the Lessor to seal a Lease for a further Term, or procure one from the Grand Landlord.

This came next after the Covenant for Enjoyment.

AND also that he the said *A.* his Executors or Administrators, shall and will before the Expiration of the Term hereby granted, at the Costs and Charges of the said *B.* her Executors, Administrators or Assigns, seal and execute unto, or procure of and from *C.* or other the Landlord or Owner of the Premises, another sufficient Lease of the same, to be duly sealed and executed to her the said *B.* her Executors, Administrators and Assigns, for the further Term of seven Years, to commence from the End or Expiration of the said Term of — Years hereby granted, at the like Rent hereby reserved, and under the same Covenants (*mutatis mutandis*) as are contained in the said Lease, by which the said *A.* holds the said Premises; [*This or the like Covenant for granting a further Term only excepted*] she the said *B.* her Executors or Administrators, at the same Time sealing and executing a Counterpart of such new Lease, to such Person or Persons by whom the same shall be so granted.

Covenant, that the Lessee shall insure, and deliver the Policy to the Lessor.

For Insuring the Premises.

AND lastly, it is declared, covenanted and agreed, by and between the said Parties; and the said *B.* for himself, &c. covenants, that he the said *B.* his Executors or Administrators, within — after the Date hereof, shall and will at his and their own Charge, cause an Insurance to be made, of and for the said Messuage and Premises hereby demised, from and against Fire, for all the said Term of twenty-one Years before granted, for the Sum or Value of — by a Policy or Writing of Insurance for that Purpose, to be made at one of the Offices for Insuring Houses against Fire; and shall and will deliver the said Policy or Writing of Insurance, into the Hands of the said *A.* his Heirs and Assigns; and that the same shall remain in his or their Custody, to the Intent such Sum or Sums of Money, which may happen to become due and payable, by Virtue thereof, may be duly applied, and not used or converted to any other Purpose whatsoever. *In Witness, &c.*

Core-

Covenant, that an Insurance shall be made of the Premises every seven Years, until the Expiration of the Lease, in the Name of the Lessor; and the Lessee to pay 5 l. towards the Charge thereof, the Remainder to be paid by the Lessor, and he to have the Benefit thereof.

AND it is declared and agreed, by and between the said Parties, that on or before the Feast-day of, &c. next ensuing the Date hereof, an Insurance shall be made of and for the said Messuage and Premises hereby demised, from and against Fire, for the Sum or Value of — l. by a Policy for that Purpose, to be made unto and in the Name of the said A. at one of the Offices for Insuring Houses against Fire, in the City of London, for the Term of seven Years, from the Date thereof; and at the Expiration thereof, the same shall be renewed for seven Years longer; and at the End thereof, shall be renewed till the Expiration of the said Term hereby granted; towards the Charge of which said Insurance, as often as the same is to be, and shall be so made, the said B. doth covenant and agree at his own Charge, to pay and allow from Time to Time, the Sum of 5 l. and the said A. is to pay and make good the Residue thereof: And therefore it is mutually covenanted, declared and agreed, by and between the said Parties, for themselves, their Executors and Administrators, respectively, that all and any such Sum and Sums of Money, which shall become due, payable, and be paid upon any such the said Policy or Policies of Insurance, so to be made as aforesaid, and all other Benefit thereof, shall be and be applied towards the Rebuilding and Repairing the said Premises, in case the same, or any Part thereof, shall happen at any Time or Times, during the said Term, to be burnt down or damaged, by or by Reason of Fire, so far as the same will extend or go: And if the said — l. will not rebuild or repay the said Premises, in case the same shall happen to be burnt down or damaged as aforesaid; in such Case it is agreed the said A. his Heirs and Assigns are to bear all further Charge, for the Repairing or Rebuilding thereof, any Thing aforesaid to the contrary notwithstanding. *[Add a Covenant, that a Pipe which conveys Water to another House, shall remain as it is; then]* In Witness, &c.

Covenant, that the Lessee shall insure in the Name of the Lessor, after the Expiration of a former Policy, and deliver the same to the Lessor, for him to have the Benefit thereof.

N. B. *It was in Consideration of the Lessee's being exempted from Loss by Fire, in the Covenant for Repairs.*

AND whereas the said A. hath by an Instrument or Policy in Writing, bearing Date the — Day of — subscribed by Trustees of the Parties to the Agreement, for securing Houses from Loss by Fire, by amicable Contribution, insured the Sum of — l. to be paid at the End of sixty Days,

Days, after the said House shall be burnt down, blown up, demolished or damaged, by or by Reason of Fire, and so often as the said House shall be rebuilt and burnt down, blown up, demolished or damaged, by or by Reason of Fire, within the Term of seven Years then to come, the like Sum of ——. *I.* if the said House shall not within the said sixty Days be rebuilt or repaired, as therein is mentioned; which said Term of seven Years mentioned in the said Policy, will expire on the — Day of — which will be in the Year, &c. *Now* it is agreed between the said Parties, and the said *B.* for himself, his, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, shall and will within — before the Expiration of the said Term mentioned in the said Policy, at his and their own proper Costs and Charges, procure a further Insurance, Instrument or Policy, to be made with the said Parties to the Agreement, for securing Houses by amicable Contribution, unto and in the Name of the said *A.* for the further Term of seven Years, from the Expiration of the said Term of seven Years, mentioned in the said recited Policy, for the like Sum of ——. *I.* to be paid, if the said House shall be burnt down, blown up, demolished or damaged by Fire; and so often as the said House shall be burnt down, blown up, demolished or damaged, by or by Reason of Fire, within the said Term, according to the Custom and Manner of such Insurance; and will immediately after the Making the said Insurance, deliver the Policy unto the said *A.* his Executors, Administrators and Assigns, that he and they may have and take the Benefit thereof. *In Witness, &c.*

Another by Endorsement, to keep the Premises insured, during the Term of the Lease.

M*Emorandum*; Before sealing the within written Indenture, the within named *A.* hath insured the Sum of — on the Premises within demised, in case the same shall at any Time or Times, during the Term of two Years seven Months, (being the Remainder of the Term of seven Years to come and unexpired, mentioned in a Writing or Policy, dated, &c. and signed by *B.* and *C.* the Trustees of the Agreement, for securing Houses, Chambers and Rooms from Loss by Fire, by amicable Contribution) be burnt down, blown up, demolished or damaged, by or by Reason of Fire, as by the said Writing or Policy in that Behalf may appear. *Now* it is agreed, by and between the Parties, to the within written Indenture, and the within named *B.* (in Consideration of his being exempted from repairing or rebuilding the Premises within demised, in case the same shall be burnt down or damaged by Fire, as within is mentioned) doth hereby for himself, his Executors and Administrators, covenant and agree with the said *A.* her Executors, Administrators and Assigns, (and such Person and Persons, to whom the Reversion, Remainder or Freehold of the said Premises, shall from Time to Time, after her Decease belong); that he the said *B.* his Executors, Administrators and Assigns, shall and will at his and their own Charges, within one Day after the Expiration of the said Term, mentioned in the said Policy, make Insurance for the Sum of — by another Instrument, Writing or Policy, to be made by the said — unto and in the Name of the said *A.* (if then living, and in case of her Decease of such Person or Persons, &c. Premises shall then belong) for the further Term of seven Years, to commence from the Expiration of the said recited Policy; and after the Expiration

tion thereof, will renew and continue the same, for all the then Residue of the Term of Years within granted, for the like Sum of — if the said Premises shall be burnt down, blown up, demolished or damaged, by or by Reason of Fire, according to the usual Custom of such Insurance; and will immediately after making thereof, deliver the Policy or Policies of Insurance to the said *A.* (if then living, &c.) to the Intent that she and they may have and take the Benefit thereof.

Covenant, that the Lessee shall have the Benefit of a Policy of Insurance, taken out by the Lessor; and that he shall endeavour to recover the Monies to become due, in case of Loss by Fire.

AND lastly it is declared; and the said *A.* doth hereby covenant, for him, his Executors and Administrators, to and with the said *B.* his Executors, Administrators and Assigns, that if the said demised Premises, or any Part thereof, shall at any Time or Times, during the said Term hereby demised, happen to be burnt down or demolished, hurt or damaged, by or by Reason of Fire, in such case, and so often a certain Policy or Writing of Insurance made, by and taken in the Name of the said *A.* being N^o. () in — bearing Date the, &c. for thirty-one Years; whereupon the Sum of — *l.* is insured upon the said Premises, and all Monies thereupon to grow or become due, or other Benefit or Advantage to be had, taken or claimed thereby, shall go, serve, be applied, used and converted, in and for the new Building, Repairing or Amending of the said Premises, or any such Hurt, Spoil or Damage, happening thereunto as aforesaid: And in such case, if need be, he the said *A.* his Executors or Assigns, will have, take and use all Ways and Means in Law and Equity, for the having Receiving or Recovery of any such Money, or other Benefit, by or upon the said Policy or Writing, and shall imploy and dispose the same, (when received) according to the true Intent and Meaning of this Covenant, any Covenants, Articles or Agreements in these Presents contained, to the contrary notwithstanding. *In Witness, &c.*

Covenant, that the Lessee shall have the Benefit of a Policy of Insurance taken out by the Lessor; and Covenant, that the Lessee shall indemnify the Lessor from all Contributions, in respect of the Monies insured, fol. 510, 511.

Obfer. Sometimes the Policy is assigned to the Lessee by a separate Assignment.

Covenant, that if the Lessee pays the Rent reserved upon the Lease whereby the Lessor holds, that she will allow the same out of the Rent now reserved, he shewing the Receipts testifying the Payment.

This came next after the Covenant for Enjoyment; and in the same leave out the Words [Or the Non-payment or Non-performance thereof in any wife.

AND the said *A.* for herself, her Executors and Assigns, doth hereby agree to and with the said *B.* his Executors and Assigns, that if he and they shall from Time to Time, during the said Term, pay the yearly Rent or Sum of 2*l.* being the Rent reserved by and upon the Lease, whereby the said *A.* holds the said Premises, as the same shall become due and payable, and shall deliver unto the said *A.* her Executors and Assigns, a Discharge for the same, from Time to Time, from the Persons to whom the same shall be due and payable, she the said *A.* her Executors and Assigns, will allow of such Payments, and deduct what shall appear to be so paid by such Receipts, for and as Part of the growing Rent reserved, and payable for the said Premises. [*Another Covenant followed.*

Covenant from the Lessor, that if the Rent reserved upon the Lease by which she holds, shall be unpaid by the Space of ten Days after the Quarter-days, that then the Lessee may pay so much of the Rent hereby reserved, as shall be unpaid to the said Head Landlord, to discharge the Rent then due and in arrear, he taking Receipts; which Receipt the Lessor will allow of.

THE last Words in the Covenant for Enjoyment are] Without the lawful Let, Suit, Denial, Hinderance, Molestation, Eviction or Interruption, of or by the said *A.* her Executors, Administrators or Assigns, or of or by any other Person or Persons, lawfully claiming, or to claim, by, from or under her or them, or by or from the aforesaid — or the said *C. A.* her late Husband, deceased, (*she being Relict and Executrix*) or any of them, or by or through their or any of their Act, Means, Consent, Default or Procurement, freed and discharged, or by the said *A.* her Executors, Administrators or Assigns, at all Times during the said Term, well and sufficiently saved, kept harmless and undemnified, of and from the Rent and Covenants reserved and contained in the original Indenture of Lease granted by the aforesaid *D.* to the aforesaid *C. A.* of the said hereby demised Premises, amongst other Things, for a longer Term than is herein before granted, and of and from all Actions, Suits, Costs, Charges, Troubles, Damages, Re-entries, Distresses and Demands, touching and concerning the same Rent and Covenants, or the Non-payment or Non-performance thereof in any wife. And lastly, it is declared between the said Parties, and the said *A.* doth hereby consent

The Indemnity in a Covenant for Enjoyment, fol. 629.

and agree, for herself, her Executors, Administrators and Assigns, to and with the said *B.* his Executors, Administrators and Assigns, that if the Rent reserved and payable by the aforesaid Lease, granted by the said *D.* of the Premises hereby letten (amongst other Things) to the aforesaid *C. A.* shall at any Time or Times hereafter, during the said Term hereby letten, be behind or unpaid by the said *A.* her Executors, Administrators or Assigns, above the Space of ten Days, over or after any of the Feasts or Quarter-days above mentioned, whereon the same is reserved and payable by the said Lease, then and in such case, and so often, it shall and may be lawful for the said *B.* his Executors, Administrators and Assigns, or any of them, to pay so much or such Part of the Rent hereby reserved, as shall be then unpaid unto the said *D.* his Heirs and Assigns, to discharge the Rent, which shall be then due and in arrear to him upon the said Lease, for the said Premises as aforesaid, and upon such his or their Payment thereof, and taking a Receipt for the same, unto and in the Name of the said *A.* her Executors, Administrators or Assigns, or some of them, and delivering the same Receipt to her or them, she and they shall and will allow of what shall be so from Time to Time paid, in Discharge of so much of the Rent herein before reserved, which shall be then so due and unpaid as aforesaid; and will then also deliver unto the said *B.* his Executors, Administrators and Assigns, a sufficient Receipt and Discharge, for all such Sum or Sums of Money, which shall be so paid, as if the same had actually been received by her or them, any Thing before in these Presents contained to the contrary notwithstanding. *In Witness, &c.*

Covenant from the Lessor, that if the Lessee pays the Rent to the Person of whom the Lessor holds, he will allow it, and give a Receipt, as if it was paid to him.

Leave out as in the First of this Sort.

AND lastly, That if the said *B.* her Executors, Administrators or Assigns, shall at any Time or Times, during the said Term, pay the growing Rent of the said Premises, as the same shall become due unto the said *C.* his Heirs or Assigns; and shall produce and deliver unto the said *A.* his Executors or Administrators, a sufficient Receipt or Receipts in Writing, testifying the Payment of such Rent; that then and so often he the said *A.* his Executors and Administrators, shall and will allow of all and every such Payments as good, and upon Request will accept of such Receipt or Receipts, and thereupon from Time to Time, give to him or them, a full Receipt and Discharge for every or any such Sum or Sums, which he or they shall so pay, for the growing Rent of the said Premises, as if the same had been paid to, or actually received by him or them, any Thing, &c. *In Witness, &c.* [*This Covenant came next after the last Covenant in fol. 624.*

In a Lease where there are two Lessors. Covenant, that if the Lessee pay the Rent to either of them, either of their Receipts shall be a sufficient Discharge.

For a Lessor to allow Money advanced, postea.

AND it is hereby declared and agreed, by and between the said *A.* and *B.* that during the said Term, if both of them shall so long live, the said *C.* shall and may pay the said two several yearly Rents before to them, severally reserved to either of them; and that the Receipt of either of them, shall be a sufficient Discharge for the Whole, any Thing before to the contrary notwithstanding. *In Witness, &c.*

Note; The Rent was reserved to them by two several Reddends, and the Lessee covenanted with them jointly, and they covenanted with him severally; the Rents were equal and usual Covenants.

The Lessee to enjoy the Premises letten, freed and discharged from the Rent reserved in the Lease, whereby the Lessor holds the Premises; and Covenant to indemnify the Lessee therefrom.

Freed and discharged, of and from the Rent of — *l. per Ann.* reserved upon the Original Lease, by which the said — held the same; and also that they the said *A. B. and C. and D.* or some of them, their or some of their Executors, Administrators or Assigns, shall and will yearly and every Year, during the said Term hereby granted, at her and their own proper Costs and Charges, well and truly satisfy, and pay or cause to be satisfied and paid unto the said *F.* (of whom the said Premises are held) his Heirs or Assigns, the said yearly Rent of — to him and them reserved upon the Original Lease, granted of the said Premises, at such Days and Times, and in such Manner, as the same is payable by the said Original Lease: And also shall and will from Time to Time, and at all Times hereafter save harmless, and keep indemnified the said *E.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all Distresses, Re-entries, Costs, Charges, Damages and Expences, that he or they shall or may sustain or incur, for or by Reason of the Non-payment of the said Rent of — *l.* or any other Matter or Thing relating thereunto, in any Manner of wise. *In Witness, &c.*

Vide fol. 627.

Ano-

Another Covenant to indemnify the Lessee from the Rent reserved in the Lease, whereby the Lessor holds. fol. 534.

In a Covenant for Enjoyment, there is a Lease excepted of Part of the Premises; and that the Lessor will indemnify the Lessee from the Rent reserved by the Original Lease whereby he holds.

THE last Words in the Covenant for Enjoyment are] Without the lawful Let, Suit, Trouble, Eviction or Interruption, of or by the said *A.* her Executors, Administrators or Assigns, or any of them, or of or by any other Claiming, by, from or under her or them, or by, from or under the aforefaid — her late Husband, deceased, or by her, their or any of their Means, Act, Right, Title, Default or Procurement, except one Lease or Grant by Indenture, bearing Date, &c. granted by the said *A.* and *D.* of, &c. Widow, of all that Piece of Ground, containing from North to South, &c. situate, &c. and all Lights, Ways, Passages, &c. together with the Tenant Right, Reversion, Privilege and Benefit of obtaining any further or longer Term and Interest, of and in the said demised Premises, than is thereby granted, for the Term of — Years, from the Feast, &c. at the yearly Rent of a Pepper-corn, if demanded: And also that she the said *A.* her Executors, Administrators and Assigns, will at all Times hereafter, save and keep harmless and indemnified the said *B.* his Executors, Administrators and Assigns, and the said hereby demised Premises, of and from the Rent and Covenants reserved, and contained in the Original Indenture of Lease, whereby the said *A.* holds the said Premises, (amongst other Things) and from all Actions, Suits, Distresses, Re-entries and Damages, by Reason thereof, or the Non-payment or Non-performance thereof in any wise. [Add a Covenant that the Lessor will not renew, as in fol. 632.

In a Lease from a Man and his Wife. Covenant that they will do any Thing within the Term of ten Years, for corroborating and strengthening the Lease, by Fine or otherwise, as Counsel shall advise.

This came next after the Covenant for Enjoyment.

AND lastly, That he the said *A.* and *B.* his Wife, their Heirs and Assigns, and every of them, and all other Person and Persons claiming, or to claim any Right, Title or Interest, in or to the said Premises, by, from or under them, either or any of them, shall and will at all Times hereafter,

after, for and during the Space of ten Years, next ensuing the Date of these Presents, at the Request, Costs and Charges of the said C. his Executors, Administrators and Assigns, do make, acknowledge, levy and execute unto the said C. his Executors, Administrators and Assigns, all such further Acts, Deeds and Things in the Law whatsoever, be it by Fire or otherwise, for the more sure making, corroborating and strengthening of these Presents, and the Demise of the said Premises thereby made; and for the said C. his Executors, Administrators and Assigns, possessing and enjoying of the said Premises, with the Appurtenances herein before demised, for and during all the then Remainder of the said Term hereby granted, according to the true Meaning of these Presents, as by the said C. his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised and required. *In Witness, &c.*

A Covenant for further Assurance, fol. 534.

Covenant, that the Lessor shall not renew, but at the Request of the Lessee; and if she does at such Request, then to assign without any Consideration. [She granted the Tenant Right of Renewing, as in fol. 578.]

AND lastly, That she the said A. her Executors, Administrators or Assigns, will not at any Time hereafter, take, renew or endeavour to obtain any further Lease, Term or Interest, of or in the said hereby demised Premises, or any Part thereof, from the said Hospital of St. Thomas, or any other Person or Persons, from and after the Expiration of the Term hereby granted, but at the Request, and with the Consent, and for the Use and Benefit of the said B. his Executors, Administrators or Assigns, and will permit and suffer him and them to take any further Lease, Term or Interest, of and in the said Premises, after the Expiration of the said Term hereby granted: And that if the said A. her Executors, Administrators or Assigns, shall or do at any Time hereafter, at the Request of the said B. his Executors, Administrators or Assigns, take or renew a further Lease, Term or Interest, of or in the said hereby demised Premises, or any Part thereof, she the said A. her Executors, Administrators and Assigns, will assign the same unto the said B. his Executors, Administrators or Assigns, or to such Person or Persons, as he or they shall appoint, at his and their Costs and Charges, *gratis*, and without any Consideration, for such her or their Assignment thereof. *In Witness, &c.*

Sometimes the Lessor gives a separate Covenant, as afterwards; and sometimes the Lessee does the same, as in fol. 555.

*Another by separate Covenant, that the Lessor shall not renew,
in Consideration of a Fine paid by the Lessee.*

TO all, &c. *A.* of, &c. sends Greeting: *Whereas* the said *A.* by Indenture of Lease, under his Hand and Seal, bearing Date with these Presents, made between the said *A.* of the one Part, and *B.* &c. of the other Part, as well in Consideration of — *l.* paid him as a Fine, for the Premises therein demised, as for other the Consideration therein mentioned, hath let unto the said *B.* a Messuage or Tenement, called the *Crozon*, situate, &c. for the Term of — Years, from *Michaelmas* now next, at the yearly Rent of — *l.* payable Quarterly, as thereby may appear: *And whereas* before and at the Time of sealing and executing the said Indenture of Lease, it was agreed between the said Parties, that in Consideration of the said Fine so paid by the said *B.* for the said Premises, he the said *B.* his Executors, Administrators and Assigns, should have all the said *A.*'s Tenants Right and Benefit of Renewing, or taking any further Lease or Term of Years, of and in the said Messuage and Premises, or any Part thereof, from and after the Expiration of the Lease, whereby he holds the same from *D.* &c. which Lease will expire at *Midsummer*, which will be in the Year, &c. *Now therefore know ye*, That the said *A.* in Consideration of the said Fine so paid him by the said *B.* as in the said Lease is mentioned, doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, as followeth; (*that is to say*) that he the said *A.* his Executors or Administrators, will not, and that any other Person or Persons, for his or their Use or Benefit, directly or indirectly, shall not at any Time or Times hereafter, unless at the Request, and with the Consent in Writing of the said *B.* his Executors, Administrators or Assigns, under his or their Hands and Seals in that Behalf, and for his or their Use and Benefit, renew or take, or procure to be taken, or contract or agree, for the Having or Taking any further Lease or Term of Years, of or in the Premises letten to the said *B.* or any Part thereof, from or after the Expiration of the said Lease, whereby he the said *A.* holds the same as aforesaid: And that if he the said *A.* his Executors or Administrators, or any other Person or Persons, for his or their Use or Benefit, or by his or their Order, Means or Procurement, shall renew, take or obtain any further Lease or Term of Years, of and in the said Premises as aforesaid; that then he or they shall and will immediately thereupon assign and set over unto the said *B.* his Executors, Administrators or Assigns, such his or their Lease or Term of Years, which he or they shall so take, obtain or procure to be taken, of or in the said Messuage and Premises, or any Part thereof as aforesaid; to the Performance of which said Covenants and Agreements herein contained, the said *A.* bindeth himself, his Heirs, Executors and Administrators, unto the said *B.* his Executors, Administrators and Assigns, in the Sum or Penalty of — *l.* of lawful, &c. firmly by these Presents. *In Witness, &c.*

Miscel-

Miscellaneous Covenants.

Covenant, that the Lessee shall let the Lessor, together with any other Persons that shall be desirous to purchase the Premises, to view the same, and that the Lessor may within six Months before the Expiration of the Term, affix Bills on the Premises for letting thereof, and Liberty for those that shall be desirous to take the Premises, to view; and a Covenant from the Lessor, to allow Money advanced out of the Rent. [Vide another Fol. 581.]

These came next after the Covenant for Enjoyment.

AND the said *B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree to and with the said *A.* his Heirs and Assigns, that he the said *A.* his Heirs and Assigns, and any Person or Persons that shall be desirous to purchase the said Messuage or Tenement and Premises at any Time after the — Day of — next ensuing the Date hereof, shall have the Liberty at all convenient Times, in the Day-Time, to come into the said Premises to view and see the same: And further, that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, at any Time within 6 Months before the Expiration of the said Term hereby granted, to affix a Bill on any Part of the said Premises for letting the same: And such Person or Persons, which shall be desirous to take the said Premises (after the Expiration of the Term hereby granted) shall have like Liberty at all convenient Times, in the Day-Time, during the said last Half-Year, to come into and view the same: *And whereas*, by Agreement between the said Parties, the said *B.* hath disbursed and paid into the said *A.* before Sealing hereof, the Sum of — *l.* towards the Charge of building the new Coach-house and Stable, and of the Brick-Wall or Fence next the Lane, leading from — to — *belonging to the said Premises*, over and above his Half-Part of the further Charge of building the said Coach-house, Stable, and Fence, the Receipt of which said — *l.* and likewise of the said *B.*'s Half-Part of the further Charge of the said Building, the said *A.* doth hereby acknowledge, and thereof doth discharge the said *B.* his Executors, Administrators and Assigns, which said — *l.* by Agreement between the said Parties, is to be repaid and allowed unto the said *B.* by equal Proportions quarterly, out of the said Yearly Rent, herein before reserved, as the same becomes due: *And therefore*, the said *A.* for himself, his Heirs, Executors, Administrators, and Assigns, doth covenant, promise and agree to and with the said *B.* his Executors, Administrators, and Assigns, That he, and they shall, and may stop, deduct, and take the Sum of — out of each Quarterly Payment of the said Yearly Rent, which shall grow and become due, during the said — Years of the said Term hereby letten for Repayment of the said — *l.* by him disbursed as aforesaid, which Deduction the said *A.* doth hereby agree and allow of, to be made accordingly: And that the said *A.* his Heirs, Executors and Assigns, will notwithstanding

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withstanding, upon Payment of the Residue of each Quarter's Rent, give a Discharge, as if the full Quarter's Rent herein before reserved, and payable, had been paid: Any Reservation, Covenant, or Thing in these Presents, contained to the Contrary notwithstanding. *In Witness, &c.*

Covenant, that the Lessee may take away such Things as he makes or sets up at the End of the Term, which may be removed by the Laws of the Land. [N.B. The Premises were not in London.]

This came next after the Covenant for Enjoyment.

AND further that the said B. his Executors, Administrators and Assigns, duly paying the said yearly Rent, and performing the several Covenants and Agreements herein before contained on his, and their Parts, and Behalfs to be performed, shall and may, at the Expiration of the said Term hereby letten, take down, and carry away, to his, and their own Use and Uses all such Erections and Buildings, which they shall build or make upon the said Ground and Premises hereby demised, which by the Laws of this Realm, may be removed or taken off, or from the said Premises, and the Freehold thereof, other than, and except what are now standing thereon, as aforesaid, or which shall be built, or set up in the Room thereof, by the Repairing or Rebuilding thereof, according to the Covenants and Agreements herein contained, and the true Meaning of these Presents, without any Let or Hindrance, of or by the said A. his Executors, Administrators or Assigns. [*Vide another, Fol. 603.*]

Covenant, that the Lessor or his Undertenants may keep a Wicket, leading into a Yard demised, lockt at such and such particular Hours in the Night.

This came next after the Covenant for Enjoyment.

AND it is mutually covenanted and agreed by and betwixt the said Parties to these Presents for themselves, their Executors, Administrators, and Assigns, that the said A. his Executors, Administrators, and Assigns, and his and their Under-tenants of other the Ground, Houses and Premises, which he holds of the aforesaid Company of *Apothecaries*, shall, and may have the Liberty from Time to Time, and at all Times hereafter, during the said Term hereby letten, to keep the Door at the South End of the Pieces of Ground last mentioned to be hereby letten, bolted in the Night-Time, (to wit) from the Feast-day of *St. Michael* the Archangel, to the Feast-day of the *Annunciation* of the, &c. from the Hour of 6 at Night, until the Hour of 6 in the Morning; and from the Feast-day of the *Annunciation*, &c. to the Feast-day of *St. Michael*, &c. from the Hour of 8 at Night, until the Hour of 5 in the Morning. [*Other Covenants followed.*]

Covenant for the Lessee to deliver up the Premises at the End of the Term of the Lease, there being no Covenant for to repair nor to view the Repairs.

This came next after the Covenant to pay the Rent.

AND also that he the said B. his Executors, Administrators or Assigns, at the End of the said Term hereby granted, or other sooner Determination of these Presents, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up the said demised Premises, unto the said A. his Executors, Administrators, or Assigns. [The Proviso for Re-entry followed.]

Covenant, that a Pipe which supplies two Houses with Water, shall remain as now is.

AND whereas there is a Pipe for conveying the Water into the Premises, and into the adjoining House, in the Occupation of — which lies along the Party-Wall between the said two Houses: Now it is hereby agreed, that the said Pipe shall be continued there for the Use aforesaid, during the said Term hereby granted, and that he the said B. his Executors Administrators and Assigns, shall and will bear and pay the Half Charge of repairing and amending the said Pipe, as often as Occasion shall require. In Witness, &c.

Covenant, that the Lessee shall refer such Differences which shall happen between him and other Tenants of the Hospital of St. Thomas, to the Governors of the said Hospital, and abide by their Award. [Vide another Fol. 605.]

This came next after the Covenant for Viewing.

AND further, That as often as any Question or Controversy shall happen betwixt the said B. his Executors, Administrators or Assigns, and any other Tenant or Tenants of the said Hospital of St. Thomas, near or adjoining to the said hereby demised Premises, concerning any Light, water-course Annoyance, or other Thing that may happen betwixt them, that then he the said B. his Executors, Administrators and Assigns, shall and will abide, and perform such Award and Order for the Pacifying thereof, as the Treasurer or any two of the Governors of the said Hospital of St. Thomas, for the Time being, shall make and set down in that Behalf, in Writing. [Then followed the following Covenant.]

Covenant, that the Lessee shall keep indemnified the Lessor and other Premises, from all Fines which may become payable in Respect of any Assignment hereafter to be made, or Lease granted of Premises by the Lessee.

AND lastly, that he the said B. his Executors, Administrators and Assigns, shall and will at all Times, during the said Term, save and keep harmless and indemnified the said A. her Executors, Administrators and Assigns, and the Residue of the Premises, which were granted and letten together with the Premises herein before demised, by Sir —, late Lord Mayor of the City of London, and others, Trustees, for and on the Behalf of St. Thomas's Hospital aforesaid, by Lease, dated, &c. To — (and by which she holds the same) from all Actions, Suits, Payments, Costs and Damages, for and concerning any Fine or Fines, or Sums of Money, which shall or may grow due or payable to the Governors of the said Hospital, for and in Respect of any Assignment, which shall or may be made by or from the said B. his Executors, Administrators or Assigns of the Premises hereby letten, or of his or their Term or Interest therein, or to their Clerk, for or in Respect of this present Lease, or any mean or other Lease or Leases, which shall be granted or letten of the said Premises or any Part thereof.

Covenant, that if the Lessor recovers and delivers the Possession of the Premises before the Commencement of the Lease, then the Lessee to pay the Rent from that Time, and if he cannot deliver the Possession till after the Commencement of the Lease, then the Lessee not to pay but from the Time of such Delivery; and Covenant that the Lessor shall use his Endeavours to procure the Possession, and pay the Charge.

These came next after the Covenant to Enjoy.

AND it is hereby declared, covenanted and agreed, by and between the said Parties, for themselves, their Executors, Administrators and Assigns, That if the said A. shall have or recover the actual Possession of the said demised Premises, and shall give Notice, and deliver the actual and peaceable Possession thereof, unto the said B. at or upon any of the usual Quarter-Days, in the Year before the Commencement of the Term, by these Presents granted; in such Case the said B. his Executors and Assigns, shall and will pay, or cause to be paid unto the said A. Rent for the said Premises, from the Delivery of Possession thereof unto the said B. upon any of the said Quarter-Days, before the Commencement of the Term aforesaid, in Proportion according to the yearly Rent before reserved, and if the said A. cannot recover and deliver the actual and peaceable Possession thereof, on or before the said Feast-Day of, &c. now next; in such Case the Rent before reserved is to begin, and to be payable only from the Time of the Delivery

livery of the actual Possession thereof, at any Time after the said Feast-Day, any Thing aforesaid to the Contrary notwithstanding; and it is further agreed that the said *A.* shall and will endeavour by due Course of Law, if need be, to recover the Possession of the said Premises, and will bear and pay the Charge thereof. *In Witness, &c.*

Covenant, that the Lessee shall not build a Brick Wall above three Foot higher than it now is, nor make any new Lights to look into a Yard without License.

This came next after the Covenant to View.

AND the said *B.* &c. covenants, that he the said *B.* his Executors, Administrators or Assigns, shall not, nor will, during the said Term hereby letten, raise or build the Wall out of the North Side of the said Court-Yard and the said Counting-house, or either of them, above three Foot higher than the same are now respectively built, nor shall or will permit or suffer any Lights to be made from, or out of any adjacent Building into the said Court-Yard, without the special License and Consent of the said *A.* and *C.* their Heirs or Assigns, or some of them thereunto first had, and obtained in Writing under their or some of their Hands and Seals. [*There was another Covenant from A. and C. at last, that they should not build, &c.*]

Covenant, that if the Lessor shall at any Time renew his Lease, that then he shall seal another to the Lessee for all his Term (except one Quarter of a Year) so as the Lessee seals a Counterpart, and pays a proportionable Part of the Fine.

AND lastly, the said *A.* doth for himself, &c. covenant, that if he the said *A.* his Executors, Administrators or Assigns, shall at any Time during the Term of Years, which he hath now to come, in the Premises hereby demised (amongst other Things) renew or take a longer Term therein, that then he the said *A.* his Executors, Administrators or Assigns, shall and will within — Days after Request made by the said *B.* his Executors, Administrators or Assigns, after such Renewal, seal and execute unto the said *B.* his Executors, Administrators or Assigns, a new or other Lease of the said Messuage and Premises hereby demised for all the Term of Years (excepting one Quarter of a Year) which the said *A.* his Executors, Administrators or Assigns shall have then renewed, and taken therein, at and under the like yearly Rent and Covenants as are herein mentioned and expressed, (except this present Covenant) so as he the said *B.* his Executors, Administrators or Assigns, upon and at the same Time of Sealing and Tending such new Lease to him or them, truly pay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, his and their proportionable Part of such Fine, Charges, Sum or Sums of Money, which the said *A.* his Executors, Administrators

Administrators or Assigns shall really, and *bona fide* disburse and pay for the Renewing or Taking such longer Lease or Term of Years, of and in the Premises hereby demised, which he holds with other Things, by Virtue of a Lease granted by and from the aforesaid — which said proportionable Part of such Fine, Charges, Sum or Sums of Money, the said *B.* for himself, his Executors, Administrators and Assigns, covenants and agrees to and with the said *A.* his Executors, Administrators and Assigns, to pay accordingly, and also at the same Time to seal and execute a Counterpart of such new Lease, unto the said *A.* his Executors, Administrators or Assigns, and to pay the Charges of and for the said Lease. *In Witnesses, &c.*

In a Lease from three Persons, viz. one Man, and another and his Wife. Separate Covenants for peaceable Enjoyment, and a Covenant from the two Men only, to indemnify the Lessee from the Rent and Covenants in the original Lease whereby they hold.

THIS Indenture made, &c. between *A. B.* of &c. and *C. D.* of &c. and *E.* his Wife, Relict and Administratrix of *A. B.* late of, &c. her late Husband deceased, of the one Part, and *G.* of &c. of the other Part; *Witnessth,* That they the said *A. B. C. D.* and *E.* his Wife, for and in consideration of the Yearly Rent, &c. have demised, &c. [*the Parcels, and Habend as usual*] *Reddend* unto the said *A. B. C. D.* and *E.* his Wife, their Executors, Administrators or Assigns the yearly Rent, &c. and the said *G.* &c. covenants with the said *A. B. C. D.* and *E.* his Wife, their Executors, Administrators and Assigns by these Presents, to pay the Rent; [*the rest of the Covenants, as usual*] and it shall be lawful for all them to view [*as before*] and Proviso for them and every of them to re-enter, and the said *A. B.* doth for himself, his Executors, Administrators and Assigns, covenant, &c. with the said *G.* her, &c. by these Presents, that she the said *G.* her, &c. for and under the Rent, Provisoes, Covenants and Agreements, in and by these Presents reserved and contained on her and their Part, to be observed, kept, paid, done and performed, according to the Tenor and true Meaning of these Presents, shall and may, &c. (*enjoy*) without any lawful Let, &c. of him the said *A. B.* his Executors, Administrators or Assigns, or of, or by any other Person or Persons lawfully claiming, by, from, or under him, them, or any of them, or by, with, or thro' his, their, or any of their A&t, &c. Consent or Procurement: And the said *C. D.* doth for himself and the said *E.* his Wife, their Executors, Administrators and Assigns, covenant, &c. [*the same as before*] may enjoy, without any lawful Let, &c. of them the said *C. D.* and *E.* his Wife their Executors, Administrators or Assigns, or of, &c. [*as before*] by, from, or under him, her, them, or any of them, &c. [*as before in the other Covenant*:] And the said *A. B.* and *C. D.* do for themselves, their Executors, Administrators and Assigns, severally and respectively, and not jointly, &c. nor one for the A&t or Deed of the other of them, covenant, &c. with the said *G.* her, &c. by these Presents, that they the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, during the said Term of — Years hereby demised, save, defend, keep harmless and indemnified the said *G.* her, &c. of and from Payment, and of the Performance of all or any the Covenants reserved and contained

contained in one Indenture of Lease; whereby and by Virtue whereof the said *A. B. C. D. and E.* his Wife hold the Premises for a longer Time than is hereby demised, and of and from Actions, Suits, Costs, Penalties, Damages and Demands whatsoever, for or by Reason or Means of the same. *In Witness, &c.*

In a Lease of a Garden. Covenant, that the Lessee shall keep the Garden as it is, and not suffer any wilful Waste to the same, or to the Trees or Fences thereunto belonging.

This came next after the Covenant for to pay the Rent.

AND the said *B.* doth for himself, &c. covenant, that he the said *B.* his Executors, Administrator and Assigns, or some of them, at their or some of their own proper Costs and Charges from Time to Time, and at all Times hereafter, during the said Term hereby granted, shall and will maintain, and keep the said Piece or Parcel of Ground hereby demised, or so much thereof as is Garden Ground, like as it is, and shall not make or suffer any wilful Waste or Spoil, in or to the same Garden Ground, or of any of the Trees or Fences, in or to the same belonging. [A Covenant followed, that the Lessee should not erect any Building, but what should be three Foot distant from other Ground of the Lessor; then the Covenant for to repair.]

A Surrender of a Lease from an Administrator to a Person deceased, in Right of the Deceased's Daughter. Endorsed. [Vide among the small Draughts, antea.]

TO all, to whom this present Writing shall come, I *A. &c.* Administrator, with the Will annex, of the Goods and Chattels not administered of *B.* late, &c. in the Right of *C.* his Daughter, send Greeting. Whereas, upon a View made of the Premises within demised, by *D.* of, &c. the Landlord or Owner thereof, together with — the said Premises for Want of needful Reparations, are found to be much decayed and almost ruined, so that the same cannot be repaired, and put into a tenantable Condition, but with the Expence of a considerable Sum of Money; which Repairs the Lessee or Tenant of the Premises within letten, are, by Virtue of the Covenants in that Behalf within contained, obliged to make good: Now therefore know ye, that I the said *A.* upon Consideration of the said decayed Estate, and Condition of the said Premises, and likewise for that there is due and owing to the said *D.* the Sum of — *l.* for Rent for the said Premises, which Rent and Repairs cannot be paid and made good, by and out of the Estate of the said *B.* deceased, as the same ought to be; and in Consideration

tion of — I. of lawful, &c. to me in Hand paid by the said D. before Seal and Delivery hereof, the Receipt whereof I do hereby acknowledge; and for other good Considerations me thereunto moving, have granted, surrendered and delivered up, and by these Presents do grant, surrender and deliver up unto the said D. the Indenture of Lease within written, and the Premises therein and thereby demised, with the Appurtenances, and all the Estate, Right, Title, Interest, Property, Term and Terms of Years, and Time therein to come and unexpired, Claim and Demand whatsoever, in and to the said Premises, by Force and Virtue of the within written Indenture of Lease, and by all or any other Way or Means whatsoever, and for his and their quiet Enjoyment thereof, free of all future Claims or Pretences by any Person or Persons, by, from or under the said B. deceased; I the said A. for and upon the Considerations aforesaid, have also on the Date hereof delivered up to the said D. all other Leases and Writings whatsoever, concerning the Premises, or any Term of Years or Estate therein granted to the said B. his Executors or Administrators: And I the said A. for me, my Executors and Administrators, do covenant and grant to and with the said D. his Heirs and Assigns by these Presents, that I the said A. have full Power and Authority to surrender the said Lease and Premises, Term and Terms of Years and Estate therein, unto the said D. and that the said Lease and Premises thereby demised, and hereby surrendered as aforesaid, now are and be free and clear of all former and other Bargains, Sales, Gifts, Grants, Leases, Assignments and all other Estates, Debts and Incumbrances whatsoever, had, made, committed or done by me the said A. or the aforesaid B. deceased, or any others, by or through our Means, Act, Privity or Procurement.

From a Widow and her two Sons, rendring Rent to the Widow during so long of the Term as she shall live, and after her Decease, to the two Sons, or to the Survivor of them; Habend' for a Term certain, and for a further Term, if the Lessee gives Notice, to hold. [Vide postea.]

Vide fol.
518.

Habend'

Habend'

THIS Indenture made, &c. between A. B. of, &c. Widow, C. B. of, &c. and D. B. of &c. of the one Part, and E. of, &c. of the other Part, *Witneseth*, That for and in Consideration of the Yearly Rent, &c. they the said A. B. C. B. and D. B. have and each, and every of them respectively, hath demised, granted, and to farm letten, and by, &c. do and each, &c. respectively doth demise, &c. unto the said E. his Executors, Administrators and Assigns, all that Messuage, &c. Habend' [*as usual*] for five Years, and in case the said E. his Executors, Administrators or Assigns shall be minded to hold and enjoy the said Messuage and Premises hereby demised, for the further Term of five Years, after the Expiration of the said Term of five Years hereby granted, and for that Purpose, shall give or leave Notice or Warning thereof in Writing, or otherwise, unto, or for the said A. B. if then living, or to or for the said A. B. and D. B. if the said A. B. shall be then dead, their Executors, Administrators or Assigns, either, or any of them, at her, their or either of their Dwelling-House or Houses, or usual Place or Places of Abode, or to her, them or either of them elsewhere in Person, six Months before the Expiration of the said first Term of five Years hereby granted; then and in such Case, *To have* and to hold the said Messuage

suage or Tenement and Premises, with the Appurtenances from the Expiration
 of the said first Term of five Years hereby granted, for and during the fur- Reddend.
 ther Time, and unto the full End and Term of five Years longer; from thence
 next ensuing, and fully to be compleat and ended; *Yielding* and paying there-
 fore yearly; and every Year for and during so many Years as she the said
A. B. shall happen to live of the said first Term of five Years hereby grant-
 ed, and for and during so many Years as she the said *A. B.* shall happen to
 live of the said further Term of five Years, (in Case the said *E.* his Exe-
 cutors, Administrators or Assigns, shall give Notice that he or they will hold
 the said Premises for the said further Time of five Years, as before is men-
 tioned, unto her the said *A. B.* and her Assigns, the yearly Rent or Sum
 of 12*l.* of lawful, &c. on the four most usual Feasts, &c. and in Case the
 said *A. B.* shall happen to depart this Life before the End and Expiration
 of the said first Term of five Years, or of the said further Term of five Years,
 in Case the said *E.* his Executors, Administrators or Assigns, shall give such
 Notice to hold the Premises for the said further Term as aforesaid; *Then* Reddend.
yielding and paying yearly, and every Year, for and during the Residue
 of the said several Terms of five Years, which shall be to come at the Decease
 of the said *A. B.* unto the said *C. B.* and *D. B.* or their Assigns, during their
 Joint Lives; and in Case of the Decease of either of them, then unto the Sur-
 vivor of them, his Executors, Administrators or Assigns, the said yearly Rent
 or Sum of 12*l.* of lawful, &c. on the said four most usual Feasts or Quar-
 ter-Days of Payment in the Year abovementioned, by even and equal Por-
 tions: *And* the said *E.* for himself, &c. covenants to and with the said *A. B.* Covenant
to pay the
Rent.
C. B. and *D. B.* her, his and their Executors, Administrators and Assigns,
 jointly and either of them, severally by these Presents in manner following, *that*
is to say, That he the said *E.* his Executors, Administrators and Assigns, shall
 and will yearly, and every Year, during the said first Term of five Years here-
 by granted, and for and during the said further Term of five Years, in Case
 he or they shall give Notice to hold the said Premises, for the said further
 Term as aforesaid, well and truly pay, or cause to be paid the said yearly
 Rent or Sum of —*l.* on the said several Feasts or Quarter-Days of Pay-
 ment, in the Year abovementioned, in Manner and Form, and according to
 the respective Reservations thereof aforesaid, and true Meaning of these Pre-
 sents; and that he the said *E.* his, &c. to repair [*As common to the Words*] To repair.
And the Messuage, &c. (being repaired) at the End and Expiration of the said
 first Term of five Years hereby granted, or of the said further Term of five
 Years, in Case he or they shall give such Notice to hold the same as afore-
 said, or other sooner, &c. peaceably and quietly, shall and will leave, surrender
 and yield up unto the said *A. B.* or her Assigns, if she be then living; and
 in Case of her Decease, to the said *C. B.* and *D. B.* or the Survivor of them,
 his Executors, Administrators or Assigns, together with all such Wainscot,
 &c. *And moreover*, that it shall and may be lawful, to and for the said To view.
A. B. and her Assigns, during the said Term or Terms hereby granted, if
 she shall so long live, and in case of her Decease before the Expiration there-
 of, then to and for the said *C. B.* and *D. B.* or either of them, during their
 Joint Lives, and the Survivor of them, his Executors, Administrators and
 Assigns, and to and for all other Head-landlords and Owners of the said
 Premises, with Workmen or others, in her, their or any of their Company
 or Companies, &c. [*As common, till the Words*] within which said Time
 and Space of three Months, the said *E.* for himself, his, &c. covenants, to
 and with the said *A. B.* and her Assigns, and the said *C. B.* and *D. B.* their
 Executors, Administrators and Assigns, jointly and severally, to repair and
 amend, &c. *Provided* always, that if it shall happen, the said yearly Rent

or Sum of — *l.* herein before reserved, or any Part thereof to be behind, &c. it shall and may be lawful, to and for the said *A. B.* if then living, and her Assigns, and in Case of her Decease, then to and for the said *C. B.* and *D. B.* or either of them during their Joint Lives or the Survivor of them, his Executors, Administrators and Assigns, into the said demised Premises or any Part thereof, in the Name of the whole, &c. and it is hereby declared, covenanted and agreed, &c. [*Covenant, that if the Lessee gives Notice, as before is mentioned*] to hold for a future Term, then the said Term to be good, but in Default thereof, the same is to be void, [*as common in such sort of Leases*] and the said *A. B.* for herself, her Executors, Administrators and Assigns, severally and not jointly, with or for the said *C. B.* and *D. B.* doth covenant, promise and agree to and with the said *E.* his Executors, Administrators and Assigns, and the said *C. B.* and *D. B.* for themselves, their Executors, Administrators and Assigns, jointly and severally, but not jointly with or for the said *A. B.* do hereby covenant, promise and agree to and with the said *E.* his Executors, Administrators and Assigns as followeth, [*that is to say*] that he the said *E.* his, &c. well and truly paying the said yearly Rent of — *l.* in manner as the same is herein before reserved; and observing, performing and keeping all, and singular the Covenants, Clauses and Agreements, &c. (*may enjoy*) for and during the said Term of five Years herein before granted, and for and during the further Term of five Years, after the Expiration thereof, in Case the said *E.* his Executors, Administrators and Assigns shall give such Notice, that he or they will hold the said Premises as aforesaid, without the lawful Let, &c. of or by the said *A. B.* her Executors, Administrators and Assigns, or of or by the said *C. B.* and *D. B.* their Executors, Administrators and Assigns, or any other Person or Persons whatsoever, by, from or under her, them or any of them, or by or through her, their or any of their Means, Act, Right, Title, Default, Privity or Procurement, freed and discharged of and from the Rent and Covenants reserved and contained in the Original Indenture of Lease, whereby they hold the said Premises (amongst other Things) for a longer Term than is hereby granted, and from all Actions, Suits, Costs, Charges, Re-entries, Distresses, Troubles and Damages for and concerning the said Rent and Covenants, and the Non-payment or Non-performance thereof in any wise. *In Witness, &c.*

Of a Messuage, and two Pieces of Garden Ground; one of the Pieces to be used only as a Garden, and upon the other the Lessee to build another Messuage or other Erections, and leave them at the End of the Term, and to leave so many Fruit-Trees or Yews in lieu of those he had Liberty to fell; and that if the Lessee sell any Liquors in one of the Gardens, &c. without License, then he to pay an additional Rent; the Lessor and Friends may have Liberty to walk in that Garden: Covenant, if a Door-Way (which the Lessor grants Liberty to make,) be used any otherwise than as a private Door-Way, the Lessor may stop it up again. The Lessee not to make or hang a Sign or Show of an Ale-house in the Garden before prohibited.

Of Gardens and Farms.

THIS Indenture made, &c. between A. &c. of the one Part, and B. &c. of the other Part, Witnesseth, that for and in Consideration of the yearly Rent, &c. he the said A. hath demised, &c. unto the said B. his Executors, Administrators and Assigns, all that Piece or Parcel of Garden Ground, set and planted with Greens, Fruit-Trees and other Things, situate, &c. now in the Occupation of the said B. abutting North on, &c. which said Piece of Ground doth contain the several Dimensions expressed in the Scheme or Plot thereof, hereunto annex, together with the Brick Messuage or Tenement, erected and built on the North-East Corner of the said Ground, and all that other Piece or Parcel of Ground, situate, &c. (described as the other) together also with the Liberty of making and having a Door-Way, from and out of each of the said Pieces of Ground in the aforesaid Passage, lying between the first demised Piece of Ground, and the Houses built and standing opposite thereto belonging to the said A. and through or across the said Passage, unto and from the other of the said Pieces of Ground for so long Time only of the Term hereunder granted, as the said Door-Way, to the said last demised Piece of Ground next the Passage aforesaid, shall be kept and used but for and as a private Way, for the Use and Accommodation of the said B. his Executors, Administrators and Assigns, and his, and their Under-tenants and Servants, and not for and as a common or publick Way into the said Piece of Ground for any Customers or other People, resorting to the said last demised Piece of Ground, or any Messuage, Tenement or Building, which at any Time, during the Term hereunder granted, shall or may be built thereon, or on any Part thereof, or to hang any Sign, or set or fix any Lattice, or any publick Show or Notice of a Victualing or Publick-House, Ale-House or Tavern thereon; and also all Ways, Passages, Lights, Easements, Water-courses, Profits, Commodities and Appurtenances whatsoever, to the said several Pieces or Parcels of Ground, Messuage or Tenement, and Premises belonging, or in any wise appertaining, except, &c. (as in fol. 591. Numb. 17.) *Habend*, &c. for fifty-one Years, *Reddend* a Pepper-Corn for the first Year and a Half, and *Reddend* for the last — Years and a Half the whole Rent [*Covenant to pay the Rent as usual*]: And the said B. &c. covenants, that he the said B. his Executors, Administrators or Assigns, within the first — Years of the said Term here-

The Premises.

Covenant that the Lessee shall build a House on the by Ground.

by letten, shall and will at his and their own proper Costs and Charges, erect, build and finish a good and substantial Brick Messuage or Tenement, on the North Side of the last mentioned Piece of Ground hereby letten, to front the House built and standing on the other Side of the aforesaid Road, from — towards — now in the Occupation of — to contain, &c. and will lay out and expend in the Building thereof, the Sum of — at the least; and that he the said B. his Executors, Administrators and Assigns, or some of them, at his, their or some of their own like proper Cost and Charges, shall and will well and sufficiently repair, support, uphold, sustain, amend and keep the said Messuage or Tenement, standing on the said first mentioned Piece of Ground, (as also the said Messuage so to be built as aforesaid, and all other Erections and Buildings, which shall be erected and built upon the said last mentioned Piece or Parcel of Ground hereby demised, or any Part thereof) [*Or thus, if the Covenant to build is to be out*] (and all or any Erections or Buildings, which, during the said Term, shall be erected or built upon the said last mentioned Piece of Ground, or any Part thereof) in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever; and shall and will in like manner glaze, pave, purge, empty, scour, cleanse and amend all the Glass-windows, Privies, Sinks, Gutters, Brick Walls, Pallisadoes and Fences, which now do or shall belong to the said Premises, or the said Messuage or Tenement, and any other Erections and Buildings (which shall be built on the said last mentioned Piece of Ground, or any Part thereof) [*Or thus*] (thereon to be erected or built) as aforesaid; and that from Time to Time, and at all Times during the said Term, when, where and as often as Need or Occasion shall be or require; and the said Messuage or Tenement hereby demised (and likewise the said Messuage so to be built) and all or any other Erections and Buildings, which shall be built on the said last mentioned Piece of Ground, or any Part thereof, and all other the Premises with the Appurtenances, and also all the Glass-windows, Pavements, Privies, Sinks, Gutters, Water-courses, and the Brick Walls and Fences to the said Premises belonging, being so well and sufficiently repaired, upholden, supported, sustained, glazed, paved, purged, scoured, cleansed, amended and kept at the End of the said Term hereby granted, or other sooner Determination of these Presents, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up unto the said A. his Heirs or Assigns; together with all such Wainscot, Partitions, Window Shutters, Doors, Shelves, Locks, Keys and other Things, which shall be fixt, fastened, and belonging to the said Messuage or Tenement hereby demised, and to (the said Messuage or Tenement so to be built) [*Or thus*] (any other Erections or Buildings, which during the said Term, shall be built on the said last mentioned Piece of Ground) as aforesaid; and that the said B. his Executors, Administrators and Assigns, in lieu of the said Greens and Fruit-Trees now growing, and being in and upon the said Premises, and of the Liberty which the said A. doth give the said B. his Executors, Administrators and Assigns, to sell any of the said Trees, as hereunder is mentioned, shall and will, then and at the Expiration of the said Term hereby demised, or other sooner Determination of these Presents, leave not less than fifty good growing Fruit-Trees of seven Years standing or Growth at least, or an hundred of Yews, Hollies or other continual Greens, on the said first Piece or Parcel of Garden-Ground hereby demised, which of them the said A. his Heirs or Assigns shall think fit, and choose to have left therein: *And moreover*, &c. to view, [*as usual, only say if Occasion*] (to enter and come into, and upon the said Messuage or Tenement hereby

To repair.

The Lessee to leave — Fruit-Trees, and — Yews and Hollies in lieu of those he has Liberty to sell.

To view.

by demised (and the said Messuage so to be built, and which shall be built on the said last mentioned Piece of Ground, as aforesaid, and all other the Premises hereby demised, or any Part thereof) And it is hereby declared to be the Intent and Meaning of the said Parties, that the said first Piece of Garden Ground hereby demised, is to be kept and used only for a Garden, to set and plant therein Greens, Fruit-Trees, Roots and Plants, and is to have an open Pallafado Pale on the North Side thereof, as now it hath; or the said B. his Executors, Administrators or Assigns may build a Brick Wall in the Room of the said Pallifadoe Pale, if he or they think fit; but such Wall, if so built, it's agreed, shall not exceed nine Foot in Height, and the said Piece of Ground is not to be converted to any other Use during the said Term; and therefore the said B. for himself, &c. (covenants) by these Presents, as follows; [*that is to say*] that if he the said B. his Executors or Administrators, or his or their Under-tenants or Assigns, do or shall at any Time or Times, during the said Term of — Years hereby granted, erect, build or make any other Erection or Building whatsoever, upon the said Piece of Garden Ground, or any Part thereof, (other than for the Repairing or new Building the said Messuage or Tenement, thereon now built and standing) or shall sell or suffer any Wine, Beer, Ale or other Liquors to be sold, in or upon the said Piece of Ground, or any Part thereof, or shall convert or use the same, or any Part thereof, to or for any other Purpose, or in any other Manner, or to any other Use whatsoever than a Garden, as aforesaid, or shall demise or let the said Premises, or any Part thereof; or sell, assign over or part with his or their Term or Interest therein, or suffer the Possession thereof, or any Part thereof, to come unto any Person or Persons, that shall build any other Erection or Building on the said first mentioned Piece of Ground, (other than for the Repairing or new Building of the said Messuage or Tenement thereon now built and standing) or that shall sell or suffer to be sold, any Wine, Beer, Ale or other Liquors therein, or in any Part thereof, or that shall use the same, or any Part thereof, for a publick Drinking-Place, or that shall convert or use the same, or any Part thereof, to or for any other Purpose, or in any other Manner, or to any other Use whatsoever than a Garden, as aforesaid, without the License and Consent of the said A. his Heirs or Assigns, in that Behalf first had and obtained in Writing under his or their Hands and Seals, testified by two or more credible Witnesses; that then, and in any or either of the said Cases, and from thenceforth Yearly for the then Residue of the said Term of — Years hereby granted, he the said B. his Executors, Administrators or Assigns, shall and will yield and pay, or cause to be paid unto the said A. his Heirs or Assigns, as an Additional or Increase of Rent, the Sum of — *l.* of lawful, &c. over and above the said yearly Rent or Sum of — *l.* herein before reserved, on the said four Feasts or Quarter-Days of Payment above-mentioned, quarterly by equal Portions, and will pay the first Quarter's Payment thereof, on such of the said Feast-Days, as shall happen next after any Act or Thing shall be done in Breach of this express Covenant, and contrary to the true Intent and Meaning thereof and of these Presents; and the said B. for himself, &c. covenants, that he the said A. his Heirs and Assigns, and his and their Under-tenants, and his and their Family, which shall from Time to Time during the said Term, dwell in the said Messuage or Tenement on the East Side of the said Piece of Ground last mentioned, to be herein before demised, shall or may at all Times during the said

Covenant, that the first Piece of Ground shall be inclosed with a Pale, Wall or Pallifado.

That the Lessee shall not build or otherwise use the said Piece of Ground, but as a Garden, upon Forfeiture of paying more Rent.

That the Lessor and Family, &c. shall have Liberty to walk in the Garden according to Exception.

Term,

Covenant, that if the Lessee use a Door-way any otherwise than as a private Way for his Family, the Lessor may stop it up.

Or if makes a Lattice or hangs a Sign.

Proviso for Re-entry.

Covenant, that the Lessee may fell any of the Fruit-Trees in Consideration of his leaving such a Quantity, as before.

Covenant for peaceable Enjoyment.

Term, have the Use of the Door-way or Passage from and out of the Ground, belonging to the said Messuage or Tenement on the East Side thereof, belonging to and now in the Occupation of the said *A.* into the said demised Piece of Ground adjoining thereto, and free Liberty at all seasonable Times to walk in the said Piece of Ground, at his and their free Wills and Pleasures, but for no other Use: And that if he the said *B.* his Executors, Administrators, Under-tenants or Assigns, shall at any Time during the said Term, permit or suffer the aforesaid Door-way to the said Piece of Ground last herein demised, next the Passage aforesaid, to be used as a common or publick Way into the said Piece of Ground for any Customers or other People, resorting to the said last mentioned Piece of Ground, or (the said Messuage or Tenement) [*Or thus*] any Erection or Building thereon to be built, or shall hang or suffer to be hung, any Sign, or set or fix any Lattice, or any publick Show or Notice of a Victualling or Publick House, Ale-House or Tavern thereon, or shall use or suffer the same to be used otherwise, or for any other Use or Purpose, than as a private Way, for the Use and Accommodation of the said *B.* his Executors, Administrators and Assigns, and his and their Undertenants and Servants, into and from the said Piece of Ground, without the License and Consent of the said *A.* his Heirs or Assigns, under his or their Hands and Seals in Writing for that Purpose; that then and in either of the said Cases, it shall and may be lawful to and for the said *A.* his Heirs and Assigns wholly to brick and stop up the said Door-way, for the then Residue of the said Term: *Provided* always, that if it shall happen the said yearly Rent or Sum of — *l.* or the said additional Rent or Sum of — *l.* herein before reserved and payable, as herein before is mentioned, or either of them, or any Part of them, or either of them shall be behind, &c. [*as usual*] And the said *A.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, shall and may, at any Time within the said Term hereby granted, fell and take to his and their own Use, any of the Fruit-Trees now growing on the said two several Pieces of Ground hereby demised, in Consideration of the Greens and Fruit-Trees, which he is to leave thereon, at the End of the said Term or other sooner Determination of these Presents, according to his Covenant in that Behalf herein before contained: *And* that he the said *B.* his Executors, Administrators and Assigns, well and truly paying the said yearly Rent or Sum of — *l.* and the said additional Rent or Sum of — *l.* if the same shall grow due and become payable in Manner as the same are herein before reserved and made payable, and observing, performing, &c. [*as usual*] to enjoy.

Of a Messuage, and Orchard and Garden; Covenant to repair, and that the Lessee shall not lop or destroy any Fruit-Trees; and if any happen to be withered or spoiled, then to plant others of the same Sort in their Room; and to lay all Dung made on the Premises, in the Gardens, and keep the Walks well gravelled and freed from Weeds, &c. and deliver all Things fastened to the Freehold, with the Flowers and Greens, at the End of the Term; and the Lessee not to dispose of the whole Term without Licence.

THIS Indenture, &c. between *A.* and *B.* witnesseth, That as well for Consideration of the Surrender of one Indenture of Lease, bearing Date, &c. made and granted by and from the said *A.* to *C.* of, &c. of the Premises hereunder demised, for the Term of — Years, from *Lady-day* then next ensuing; as also for and in Consideration of the yearly Rent, &c. he the said *A.* hath demised, &c. unto the said *B.* all that new built Brick Messuage or Tenement, with a Court-Yard, inclosed with a Brick Wall before the same, situate, &c. containing the several Rooms, &c. and also one Stable, and also a Barn or Coach-house, with Lofts over the said Stable, and Barn or Coach-house; and also one House of Office adjoining to the said Stable; and also an Orchard and a Garden, with a Summer-house, built of Brick, at the South-end of the said Orchard, containing two Rooms; which said Premises do abut East, &c. all which said Premises are now in the Tenure or Occupation of the said — and all Ways, Passages, Lights, Easements, Profits, Commodities and Appurtenances whatsoever to the said Messuage or Tenement, Stable, Barn or Coach-house, Orchard, Garden and Premises belonging or appertaining: *Habend'* the said Messuage or Tenement, Court-Yard, Stable, Barn or Coach-house, Orchard, Garden and Premises, with the Appurtenances, &c. *Reddend'*, &c. Covenant to pay the Rent: And also that she the said *B.* her Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter, during the said Term hereby granted, as often as Need shall be or require, at her and their own proper Costs and Charges, well and sufficiently repair, uphold, support, sustain, glaze, amend, maintain and keep the said Messuage or Tenement, and all and singular other the said hereby demised Premises, with the Appurtenances, in, by and with all, and all Manner of needful and necessary Reparations and Amendments whatsoever; and also at her and their like Costs and Charges, all the Walls, Glass-windows, Pavements, Tiles, Gutters, Sinks, Seidges, Privies and Wydraughts; and also all the Pales, Pallisadoes, Gates and Inclosures, belonging to the said demised Premises, or any Part thereof, shall and will from Time to Time, and at all Times hereafter, when and as often as Need shall be or require, during the said Term, well and sufficiently pave, purge, scower, cleanse, amend, uphold, repair, and keep in good and sufficient Repair. *And further*, that she the said *B.* her Executors or Administrators, shall not, nor will at any Time hereafter, during the said Term hereby granted, (without the Licence or Direction of the said *A.*) lop, cut, fell or root up, or any other Ways waste or destroy any of the Fruit-Trees, or other Trees now growing in the aforesaid

Consideration of the Surrender of a former Lease, &c. The Premises.

To repair.

Not to cut the Trees without Licence, &c.

If any are
withered
or spoiled,
then to plant
others.

To lay
Dung.

To keep
the Walks
well gravelled,
&c.

To surrender at
the End
of the
Term,
&c.

Covenant, that
the Lessee
shall not
assign the
whole
Term
without
Licence.

foresaid Orchard or Garden, or any Ways belonging to the said demised Premises, but the same shall fence, preserve and keep from Spoil or Hurt, by Cattle or other Destruction, during the said Term: And if any of the Fruit-Trees, or other Trees, happen to be withered or spoiled, during the said Term, that then she the said *B.* her Executors or Administrators, at her own proper Costs and Charges, shall root up such Trees so withered or spoiled, and plant Trees of the same Kind and Sort in the Room thereof, the next Season then following for Planting; and also that she the said *B.* her Executors or Administrators, shall and will lay, bestow and imploy to the best Advantage, all the Dung that may happen to be made on the said Premises, during the said Term, in and about the said Orchard and Garden, for the Inriching the Soil thereof: And shall also keep the Gravel-Walks well gravelled, with frequent Rolling, and free from Weeds and Grass, and as much as may be, preserve and keep the same clean and in good Order, as the same have been wont to be kept: And the said Messuage or Tenement, Stable, Out-houses, with the Appurtenances, being so well and sufficiently repaired, supported, upholden, sustained, glazed, amended, and the said Orchard and Garden dunged, cleansed and kept in Manner aforesaid, shall at the End of the said Term hereby letten, or other sooner Determination of this present Lease, which shall first happen, peaceably and quietly leave, surrender and yield up unto the said *A.* his Heirs, Executors, Administrators or Assigns; together with all such Goods, Utensils and Implements of Household-Stuff, and other Things, as are particularly mentioned and expressed in a Schedule thereof taken, and to these Presents annexed, in as good Case and Condition, as the same now are and be, (reasonable Use, &c. excepted); together with all such Things, as she the said *B.* shall at any Time hereafter fix or fasten to the Freehold of the said Premises; as also all such Trees, Flowers and Herbs, as she the said *B.* may hereafter plant in the Orchard or Garden aforesaid. *And moreover*, that it shall and may be lawful, &c. to view: *And further*, that she the said *B.* her Executors or Administrators, shall not assign, or otherwise dispose of her Interest in the said demised Premises, for the whole Term hereby granted to any Person or Persons whatsoever, without the Licence and Consent of the said *A.* his Executors or Administrators, in that Behalf, first had and obtained in Writing, under his or their Hand and Seal. *Provided, &c.* [For Re-entry as Common; Covenant to enjoy as Common.

Covenant for the Lessee to preserve Fruit-Trees; and if any die, to set others in their Stead, and leave them at the End of the Term.

This came next after the Covenant to repair, which was the same as for a Messuage only.

AND also that he the said *B.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times, during the said Term, use his utmost Care to preserve all the Fruit-Trees, standing, growing or being in the Garden, belonging to the said Premises, from Hurt or Spoil; and when and as often as any of them shall happen to die or decay, shall

shall and will plant others in the Room and Stead thereof, and shall and will in like Manner, preserve and cherish the same; and at the End of the said Term, yield and deliver the same so preserved and kept, as aforesaid, unto the said *A.* his Heirs or Assigns. [*The Covenant to view followed.*]

Leases of Farms.

Of a Mansion-house, with Barns, Stables, Dove-house, Orchard, Gardens, and divers Pieces of Land, Meadow and Pasture, and Marsh-Grounds; with Covenants, that if the Marsh Walls next the River, happen to be broken down by Accident, and not by the Negligence of the Lessee, that then he may dig Gravel and Earth for repairing the same; and that if the said Marshes be overflowed at any Time for the Space of three Months, then the Lessor to abate Rent; and if for one Year, then the Lessee may surrender all the Marshes, with divers Exceptions, as the Lessor being Lady of the Manor; and other Covenants, (as in the Margin).

THIS Indenture made, &c. between *A.* &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, That the said *A.* in Consideration of the yearly Rent, &c. hath demised, &c. unto the said *B.* all that her Manor-House, and Capital Messuage of *Dovers*, otherwise *Newhall*, or commonly called or known by the Name or Names of *Dovers*, otherwise *Newhall*; together with the Garden or Garden Grounds, lying within the Moat to the said Capital Messuage belonging, and the Orchard, and so much of the Garden-Plat, called the Bean-Garden, without the Mote, as was late in the Tenure or Occupation of — and also two Yards, one Tile Barn, with a Cow-house, Cart-house, Calves, Coops and Hogs Coats thereunto adjoining or belonging; the five North Bays of the great Thatched Barn, and one Stable and Hayloft over the same, with the Appurtenances: And also all those several Pieces or Parcels of Land, Meadow or Pasture hereafter named, being Part or Parcel, of or belonging to the said Manor or Capital Messuage, called *Dovers* or *Newhall*; (that is to say) one Parcel of Land called — containing by Estimation — Acres, be it more or less, as it is now severed and divided; one Parcel of Meadow called — Meadow, containing by Estimation — Acres, be it more or less, &c. [*And so describe the rest*] All which several Pieces or Parcels of Ground, and other the Premises, with the Appurtenances, are situate, &c. and were late in the Tenure or Occupation of the said — his Assignee or Assigns: And also all those her several Pieces or Parcels of Marsh-Grounds, with their and every of their Appurtenances hereafter mentioned, lying and being in, &c. (that is to say) all those five Pieces or Parcels of Marsh-Grounds, with the Appurtenances, commonly called or known by the Name of — containing by Estimation — Acres, be the same more or less, &c. [*And so describe the rest*] all which several Pieces or Parcels of Marshes or Marsh-Grounds, with the Appurtenances, were also late in the Tenure or Occupation of the said — his Assignee or Assigns; together with all Ways, Waters,

Manor-house, &c.

Several Pieces of Land, Meadow and Pasture.

Pieces of Marsh.

Except to the Lessor, all Waifs, Strays, Quit - Rents and Profits of Court, &c. as she is Lady of the Manor.

And except Liberty for her and her Steward and Tenants, to keep Court in the Manor-house.

And except all Fish in the Ponds, and Liberty to hawk, hunt, fish and fowl.

And except Trees, &c. and Lops and Tops of Pollards; and Liberty to fell and carry away.

Habend'.

Reddend'.

Proviso for Re-entry; Covenant to pay the Rent.

To repair the Messuage, Barns, &c.

And likewise the Paling Hedges, Ditches, &c.

ters, Water-courses, Reed-Grounds, Fences, Commodities and Appurtenances, to the same several Pieces or Parcels of Marshes and Marsh-Grounds, belonging or appertaining, as the said Premises late were in the Occupation of the said ——— Except and always reserved out of this present Demise and Lease, unto the said A. her Heirs and Assigns, all Waifs, Estrays, Fines, Forfeitures, Deodands, Quit-Rents, Amerciaments, and other Perquisites and Profits of Court, which now or at any Time, during the Term hereunder granted, shall happen and grow due and payable to the said A. her Heirs and Assigns, as Lady of the said Manor, or in Respect of the said Premises: And also except and always reserved unto the said A. her Heirs and Assigns, and her and their Steward and Tenants of the said Manor, free Liberty of Ingress, Egress and Regress, when and as often as she or they shall think fit, during this present Lease, into and from the said Manor-House, and Capital Messuage and Premises, there to hold Court or Courts, and to do all Things requisite thereunto: And also except and reserved out of this present Demise unto the said A. her Heirs and Assigns, all the Fish that now are, and which shall be in any of the Ponds or Piscaries, belonging to the said Premises, with free Liberty at all seasonable Times in the Year, to hawk, hunt, fish or fowl, and all other Royalties whatsoever, of, in and upon the said demised Premises, or any Part thereof, from Time to Time, during the said Term hereby granted: And also except and always reserved out of this present Lease and Demise, unto the said A. her Heirs and Assigns, all Woods, Under-woods, Timber, Timber-Trees, and Trees likely to prove Timber, and other Trees whatsoever, and the Lops and Tops of all Pollards, now standing, growing and being; and which at any Time hereafter, during this Lease, shall stand, grow or be in or upon the said Premises, or any Part thereof; together with free Liberty of Ingress, Egress, Regress, Way and Passage to and for the said A. her Heirs, Executors and Assigns, with her and their Workmen, Servants, Horses, Cattle, Carts and Carriages, into, upon and from the said Premises, or any Part thereof, to fell, cut down, hew out, take, cart and carry away all or any the said Woods, Under-woods, Timber-Trees, and other Trees, Lops and Tops of Pollards, from Time to Time, and at all seasonable Times, during this present Lease: *Habend' the said Capital Messuage, Houses, Out-houses, Barns, Stables, Orchards, Yards, Gardens, Backsides, Lands, Meadows, Marsh-Grounds above demised, with their and every of their Appurtenances (except before excepted) unto the said B. &c. [As usual; Yielding, &c. as common; Provided, &c. for Re-entry, as common; Covenant to pay the Rent after, as common].* And the said B. for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree, to and with the said A. her Heirs, Executors and Assigns, by these Presents, in Manner following; (*that is to say*) that he the said B. his Executors, Administrators and Assigns, or some of them, at his, their or some of their own proper Costs and Charges, the said Capital Messuage or Tenements, Houses, Barns, Stables, Out-houses, and all other Edifices and Buildings whatsoever to the said Premises belonging, in, by and withal, and all Manner of needful and necessary Reparations and Amendments whatsoever, shall and will repair, uphold, amend, do and keep from Time to Time, and at all Times, during the said Term, when, where and as often as Need or Occasion shall be or require: And also at his and their like proper Costs and Charges, all the Paling, as well within

within as without the Moat, Hedges, Ditches, Gates, Stiles, Rails of the said Marsh Grounds, Fences and Inclosures whatsoever: And also all the Creek Walls, of or belonging to the said demised Premises, or any Part thereof, well and sufficiently, shall and will pale, hedge, ditch, cleanse, scower, fence, inclose, repair, amend and maintain, from Time to Time, and at all Times hereafter, during the Term aforesaid, when, where and as often as Need shall be or require: And all and singular the said Capital Messuage, Houses, Out-houses and Buildings before demised; together with the said Creek Walls, and all the Hedges, Ditches, Pales, Gates, Stiles, Rails, Fences and Inclosures, of and belonging to the said Premises, (except the Marsh Walls against the River of *Thames*) being so well and sufficiently repaired, amended, made, paled, hedged, ditched, fenced, upheld, maintained and kept, at the End and Expiration of the said Term hereby granted, or other sooner Determination of this present Lease, which shall first happen, peaceably and quietly, shall and will leave, surrender, and yield up unto the said *A.* her Heirs and Assigns: And further, that it shall and may be lawful to and for the said *A.* her Heirs and Assigns, with Workmen, &c. to view: [*As usual*] And moreover, that if he the said *B.* his Executors, Administrators and Assigns, shall at any Time or Times, during the Term aforesaid, plow, break up or convert into Tillage, any of the Lands and Grounds hereafter mentioned, *viz.* the Mead behind the House, *Clapper's Mead*, &c. or any Part of them, or any of them, or shall in any one Year, during the said Term, plow, sow or convert into Tillage above twenty Acres of the said Marshes or Marsh Lands, or shall plow, sow, break up or convert into Tillage, any other of the Meadow or Pasture Land, than what hath usually been plowed, sown or used for Tillage: *Then Yielding* and paying, and in such Case, he the said *B.* his Executors, Administrators and Assigns, shall and will yield, and well and truly pay or cause to be paid unto the said *A.* her Heirs and Assigns, the Rent or Sum of 5 *l.* of lawful, &c. for every Acre thereof, which shall be plowed, broken up, converted into Tillage, or sown with any Manner of Corn, Grain or Seed, contrary to the true Intent and Meaning of these Presents; and so after the same Rates for a greater or lesser Quantity than an Acre, as an Increase of Rent, and over and above the said yearly Rent of — *l.* herein before reserved, at such of the Feast-days aforesaid, which shall next happen after such Plowing, Sowing, Breaking up, or Converting into Tillage, any such of the said Lands, contrary to the true Intent and Meaning of these Presents: And if it shall happen the said Increase of Rent (if any be) to be behind and unpaid in Part, or in all by the Space of thirty Days next, over or after any or either of the said Feast-days, on which as aforesaid the same ought to be paid; that then it shall and may be lawful to and for the said *A.* her Heirs and Assigns, into the above demised Premises, or any Part thereof, in the Name of the Whole to re-enter, and the same to have again, retain, repossess and enjoy, as in her or their first and former Estate and Estates: And the said *B.* his Executors, Administrators and Assigns, and all other Occupiers of the said Premises, thereout and therefrom, utterly to expel, put out and amove, this Indenture, or any Thing therein contained to the contrary thereof notwithstanding: And moreover, that he the said *B.* his Executors, Administrators and Assigns, shall and will keep the said Lands and Grounds before demised in Part thereof, and not to carry elsewhere, upon Forfeiture of paying 5 *s.* per Load.

And
Creek
Walls.

Covenant to view,

Not to plow some
particular Pieces of
Land.Nor plow above 20
Acres of Marsh yearly.If he does, then to
pay more Rent.And for Default of
Payment of the said
Increase of Rent,
then the Lessor to
re-enter.To keep the Lands
in good Heart.
And to lay all Dung
to be made on the
Premises on some

good Heart and Condition, and shall and will yearly and every Year, during the said Term hereby letten, carry, spread, lay and bestow, or cause to be carried, spread, laid and bestowed, in and upon the most needful Places of the Lands and Grounds above demised, in good Husband-like Manner, all such Muck, Dung, Soil, Stover, Marl and Compost, which shall at any Time, during the said Term, arise, grow or be made, in and upon the said Premises, or any Part thereof: And if he the said *B.* his Executors, Administrators or Assigns, shall give, sell or carry off, or suffer to be sold, given or carried off or from the said Premises, any Dung, Muck, Soil, Stover, Marl or Compost; then he the said *B.* doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *A.* her Heirs and Assigns, that he the said *B.* his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid unto the said *A.* her Heirs and Assigns, the Sum of 5 s. of lawful, *&c.* for every Load of Dung, Muck, Soil, Marl and Compost so given, sold or carried of

To preserve all the Trees, and not suffer them to be lopt.

And likewise to preserve the Fruit-Trees in the Orchards; and if any die, to set others.

And carry with his own Carts, or pay for the Carriage of Timber, for repairing the Marsh Walls next the River.

Not to let or depart with the Lease and Premises without Licence.

The Lessor covenants, that if the Marsh Walls happen to decay by Accident, then the Lessee may dig Gravel and Earth, for repairing the same.

or from the said Premises, contrary to the true Intent and Meaning of these Presents: And the said *B.* for himself, *&c.* covenants, that he the said *B.* his Executors, Administrators and Assigns, shall and will, during the said Term, maintain and preserve all the Timber-Trees, and Trees likely to prove Timber-Trees, now standing, or which during the said Term, shall be standing or growing on the said Premises, and not suffer them to be lopt or topt: And shall and will in like Manner, cherish and preserve all the Fruit-Trees in the Orchards, and as often as any of them die or decay, shall and will set other good growing Fruit-Trees in the Room thereof: And shall and will with his and their own Carts and Horses, carry all such Timber as the said *A.* her Heirs and Assigns shall require, for the Repairing and Maintaining of the Marsh Walls against the River of *Thames* before mentioned, to be excepted as often as Occasion shall require, during the Term aforesaid, or otherwise shall and will at his and their own Charge, find and provide the Carriage of all such Timber, to the Place or Places where the same shall be used: And that he the said *B.* his Executors, Administrators or Assigns, shall not, nor will at any Time, during the Term aforesaid, let, set, assign, or otherwise depart with this present Indenture of Lease, or Term of Years thereby granted, or any Part thereof, or demise, let or assign the said Premises, or any Part thereof, to any Person or Persons whatsoever, without the Licence of the said *A.* her Heirs and Assigns, first had and obtained in Writing for that Purpose, under his or their Hands and Seals. And the said *A.* for herself, her Heirs, Executors and Assigns, and for every of them, doth covenant, *&c.* by these Presents, that if it shall happen at any Time, during the said Term hereby granted, by Tempest, or other Means whatsoever, except it be by Negligence or Default of the said *B.* his Executors, Administrators or Assigns, that any of the Marsh Walls against the Creek, (except before excepted) belonging to the

said Premises hereby demised, now made or hereafter to be made upon the said Premises, or any Part thereof, shall fall to Ruin, or be in Decay, that the said Creek Walls shall want Reparation, New-making, Amending, or better Strengthening; that then it shall and may be lawful to and for the said *B.* his Executors, Administrators and Assigns, and his and their Servants and Agents, to dig and take so much Earth and Gravel in any Part or Parcel of the said Premises, as shall be needful and necessary for the Repairing, making good, and amending the said Premises, and the same to cart, take

and carry away, and to imploy and bestow in Repairing the same, without the Disturbance, Denial or Contradiſtion of the ſaid *A.* her Heirs or Assigns: *And* that if at any Time, during the Term hereby granted, the ſaid Marſh Walls againſt the River of *Thames*, or againſt the Creek, now made and built, or hereafter to be made and built upon the ſaid demifed Premifſes, or any Part thereof, ſhall by Means of any ſudden Inundation, Tempeſt, or Overflowing of the River of *Thames*, fall to Ruin, or be ſo damaged or broken down, that the ſaid Marſh Grounds ſhall thereby happen to be drowned, ſurrounded and overflown, by the Space of three Months together, without any Default, to be assigned, in, by or through the Negligence or Want of Care of the ſaid *B.* his Executors, Adminiſtrators or Assigns, ſo that the ſaid *B.* his Executors and Adminiſtrators, cannot make or take any Benefit thereof; that then it ſhall alſo be lawful, ſo often as it ſhall ſo happen, to and for the ſaid *B.* his Executors and Adminiſtrators, to retain and keep back in his and their Hands, out of the ſaid yearly Rent of — *l.* before reſerved, the Sum of — *l.* of lawful, &c. in Lieu and Satisfaction of ſuch his or their Damages thereby ſuſtained: *And* if it ſhall happen the ſaid Marſhes or Marſh-Grounds, ſhall be by the like Inundations or Waters ſo as aforeſaid, at any Time within the ſaid Term, ſurrounded, overflown and drowned by the Space of one whole Year; together without Default, to be assigned in, by or through the Neglect or Want of Care of the ſaid *B.* his Executors or Adminiſtrators, as aforeſaid, ſo that there cannot any Benefit or Profit be made or taken teereof; that then it ſhall be lawful to and for the ſaid *B.* his Executors and Adminiſtrators, to ſurrender and yield up into the Hands and Poſſeſſion of the ſaid *A.* her Heirs and Assigns, all and every the ſaid Marſhes and Marſh-Grounds, with the Appurtenances hereby demifed: *And* that then and from thenceforth the ſaid *B.* his Executors and Adminiſtrators, ſhall only pay or cauſe to be paid unto the ſaid *A.* her Heirs and Assigns, during the Reſidue of the ſaid Term of Years hereby granted, then to come and unexpired, for the ſaid Manor-houſe and Premifſes, and the reſt of the Lands hereby demifed, with the Appurtenances, no more than the yearly Rent of — *l.* of lawful, &c. at the aforeſaid Feaſts or Days of Payment, and in Manner and Form, as the Rent before reſerved is appointed and expreſſed to be paid, any Thing in theſe Preſents contained to the contrary: *And* further, that ſhe the ſaid *A.* her Heirs and Assigns, ſhall and will allow unto the ſaid *B.* his Executors, Adminiſtrators and Assigns, yearly, during the laſt ſix Years of the Term aforeſaid, out of the Rent before reſerved, the Sum of — *l.* for and in Lieu of Fire-boot, Gate-boot, Stile-boot, Plow-boot and Harrow-boot, to be uſed upon the Premifſes; which ſeveral Boots the ſaid *B.* his Executors and Adminiſtrators, is to provide at his own Charge; and alſo for and in Lieu, or towards Repairing and Maintaining the Paling belonging to the ſaid Premifſes, and the Gates and Rails of the Marſh-Grounds: *And* further, that it ſhall and may be lawful to and for the ſaid *B.* his Executors, Adminiſtrators and Assigns, to have Stake-boot to be uſed and ſpent upon the Premifſes only, and not elſewhere; but the ſaid Stake-boot to be taken of the Lops of ſuch Pollards only, as have been formerly lopped; and that the ſaid *B.* his Executors and Assigns, may take the Buſhes growing upon the Premifſes, towards Repairing of the Hedges: *And laſtly*, That it ſhall and may be lawful to and for the ſaid *B.* his Executors, Adminiſtrators and Assigns, obſerving,

And that if it ſhall happen, the Marſhes ſhall by Tempeſt, &c. be overflown, for the Space of 3 Months, then to abate ſome of the Rent.

And if overflown for the Space of a Year, then the Leſſee may ſurrender the Marſhes; and for that Purpoſe to abate ſo much Rent.

N. B. Underſtand this, that if the Leſſee is not the Occaſion of it by his Negligence.

The Leſſor to allow — *l.* per Ann. for the laſt ſix Years, in Lieu of Fire-boot, &c.

The Leſſor to allow Stake-boot to be ſpent on the Premifſes, and to be taken from Pollards uſually lopt.

Covenant for quiet Enjoyment.

per-

performing, fulfilling, paying and keeping all and every the Covenants, Grants, Articles and Agreements, in and by these Presents reserved, mentioned and contained, by and on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns, to be observed, performed, paid and kept, according to the true Intent and Meaning of these Presents, peaceably and quietly to have, hold, occupy, possess and enjoy the above demised Premises, and every Part thereof, (except before excepted) for and during all the said Term of — Years hereby granted, without any lawful Let, Suit, Trouble, Molestation or Interruption whatsoever, of or by her the said *A.* her Heirs or Assigns, or any of them, or of or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under her, them, or any of them. *In Witness, &c.*

Of a Farm described in general Words.

Except
Trees,
and Li-
berty for
the Lessor
to fell and
carry a-
way.

Habend'.
Reddend.
Rent as
usual.

Et Red-
dend' 5 l.
per Acre,
which
shall be
plowed,
&c. con-
trary to
the Les-
see's Co-
venant.
Covenant
to pay
the Rent.

THIS Indenture made, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the yearly Rents, Covenants and Agreements herein after reserved, mentioned and contained, by and on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns, to be paid, done and performed as hereunder is mentioned, hath demised, leased, and to farm letten, and by these Presents doth demise, lease, and to farm let unto the said *B.* all that Messuage, Tenement or Farm-house, now called the — Farm, with the Barns, Stables, *Kiln-house*, Out-houses, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings and Appurtenances thereunto belonging or appertaining, situate, lying and being in the Parishes of, &c. late in the Tenure or Occupation of — and now of the said *B.* *Except* and always reserved out of this present Demise unto the said *A.* his Heirs and Assigns, all and all Manner of Timber-Trees, and Trees likely to prove Timber-Trees, and all Trees, Woods and Under-woods, now standing, growing or being, and which hereafter, during the Term hereunder granted, shall stand, grow or be in or upon the said demised Premises, or any Part thereof; together with free Liberty of Ingress, Egress and Regress, to and for the said *A.* his Heirs and Assigns, to come into and upon the said demised Premises, or any Part thereof, with Servants, Horses, Carts and Carriages, at all seasonable Times, to fell, cut down, cut out and carry away the said Timber-Trees, and other Trees and Woods herein before excepted, at his and their free Wills and Pleasures; *Habend'* [*As usual*] *Yielding*, &c. therefore yearly and every Year, during the said Term hereby granted unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of — l. of lawful, &c. on the two most usual Feasts or Days of Payment in the Year; (*that is to say*) the Feast-Days of, &c. by even and equal Portions: *And yielding* and paying yearly unto the said *A.* his Heirs and Assigns, on the several Feasts or Times of Payment above mentioned, the further Rent or Sum of 5 l. over and above the Rent before reserved for every Acre, and proportionably for a less Quantity than an Acre, of any of the Meadow or Pasture Grounds herein before demised, which shall at any Time, during the said Term, be plowed, broken up or converted into Tillage, contrary to the said *B.*'s express Covenant, herein alter in that Behalf contained: *And* the said *B.* for himself, &c. covenants by these Presents, that he the said *B.* his Executors, Admini-

Administrators and Assigns, shall and will yearly and every Year, during the said Term hereby letten, well and truly pay or cause to be paid unto the said *A.* his Heirs, Executors or Assigns, the said yearly Rent or Sum of — *l.* on the said two Feast or Days of Payment thereof above mentioned, by equal Portions, according to the Reservation thereof aforesaid, and true Meaning of these Presents: And if it shall happen the said yearly Rent or Sum of — *l.* herein before reserved, or any Part thereof, to be behind or unpaid in Part, or in all by the Space of — Days, &c. *[To re-enter as usual]* And the said *B.* for himself, &c. covenants by these Presents as followeth; (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, or some of them, shall and will at his and their own proper Costs and Charges, from Time to Time, and at all Times, during the said Term hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement hereby demised, and the Barns, Stables, Out-houses and Buildings thereunto belonging, in, by and with all Manner of Reparations whatsoever, (rough Timber excepted): And also all the Hedges, Ditches, Gates, Stiles, Pales, Rails, Banks, Fences and Water-courses to the said demised Premises belonging, in, by and with all Manner of needful Reparations, Cleanings, Scourings, Fencings and Amendments whatsoever; and the said Messuage or Tenement, Barns, Stables, Out-houses and Buildings; and also all the Hedges, Ditches, Gates, Stiles, Pales, Rails, Fences and Water-courses thereunto belonging, being so well and sufficiently repaired, maintained, scoured, cleansed, preserved, amended and kept, at the End of the said Term hereby granted, or other sooner Determination of this present Lease, which shall first happen, peaceably and quietly, shall and will leave, surrender, and yield up unto the said *A.* his Heirs or Assigns: And moreover, &c. *[To view as usual]* And further, that he the said *B.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during the said Term hereby granted, in Husband-like Manner, lay, spend, spread and bestow upon the said Lands and Grounds hereby demised, or some Part thereof, all the Dung, Soil and Compost, which shall from Time to Time arise, and be made in and upon the said Premises, or any Part thereof; and shall not nor will carry off, use or dispose of the same elsewhere, or otherwise, during the said Term: And shall and will at the Expiration of the said Term, or other sooner Determination of these Presents, leave or cause to be left unto and for the said *A.* his Heirs and Assigns, all the Dung, Muck, Soil and Compost, which shall then be lying on the said Premises, or any Part thereof: And that he the said *B.* his Executors, Administrators or Assigns, will not at any Time, during the said Term hereby granted, sow any of the arable Lands hereby before demised, oftner than two Years together; but every third Year of the said Term, shall and will fallow and summer-till the said arable Lands in good Husband-like Manner, according to Custom of the Country there: And that if he the said *B.* his Executors, Administrators or Assigns, shall at any Time or Times, during the said Term hereby granted, plow, sow, dig, break up or convert into Tillage, or cause, or suffer to be plowed, sown, digged, broken up or converted into Tillage, any of the Meadow or Pasture Ground herein demised; that then and in such case, he the said *B.* his Executors, Administrators and Assigns, shall and will pay or cause to be paid unto the said *A.* his Heirs or Assigns, the further Rent or Sum of 5 *l.* for every Acre, and proportionably for a lesser Quantity than an Acre of the said Meadow

For Re-entry on Non-payment.

To repair.

To view.
To lay the Dung, &c. yearly on the Premises, and not to carry it elsewhere.

To leave all Dung, &c. at the End of the Term, which shall be then lying on the Premises.

Not to sow arable Land above two Years together.

Not to plow Meadow or Pasture, upon Pain of paying — *l.* per Acre.

dow

And in the last Year of the Term, to leave a third Part of the arable Lands for Fallow.

The Lessor may in the last Year come upon the said Lands so left for Fallow, to manure it.

The Lessee to plant forty Oaks or Elms every Year in the Hedges.

And not to let any Way or Passage for Carts, &c. to be made through the Grounds, without Licence.

The Lessor covenants to allow rough Timber for Repairs.

And that he will within one Month upon Request, assign sufficient Cart and Plow Boot; and for Want of such Assignment, the Lessee to take it, he doing no Damage.

And the Lessee may take the Lops of Trees usually lopt for Fire-boot, and Bushes to repair the Hedges.

dow or Pasture Grounds, which he or they shall so plow, sow, dig, break up, or convert into Tillage, over and above, and together with the yearly Rent herein before reserved: *And* further, that he the said *B.* his Executors, Administrators and Assigns, shall and will in the last Year of the said Term, leave or cause to be left unto the said *A.* his Heirs and Assigns, the full third Part of the arable Lands hereby demised for Fallow: And that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, with his and their Servants, Workmen, Horses, Carts and Ploughs, at any Time after the First Day of *March*, which shall be in the said last Year of the said Term, to enter and come into and upon the said arable Lands, so to be left for Fallow, and the same to till, sow, manure, carry and lay Dung in and upon the same, according to the Custom of the Country, without any Abatement, Extinguishment or Diminution of the yearly Rent or Rents herein before reserved, or any Part thereof: And further, that he the said *B.* his Executors, Administrators or Assigns, shall and will set and plant forty young growing Oaks and Elm-Trees in the Hedges of the said demised Premises yearly, during the said Term hereby granted, and preserve the same from Hurt or Spoil. *And lastly*, that he the said *B.* his Executors, Administrators and Assigns, shall not, nor will at any Time or Times, during the said Term hereby granted, make or cause, or suffer any Way or Passage to be made or used, through or over the said Lands or Ground hereby demised, or any Part thereof, by any Person or Persons whatsoever, with Horses, Coaches, Carts or Carriages, without the Consent of the said *A.* his Heirs or Assigns in Writing, for that Purpose, under his or their Hands: *And* the said *A.* for himself, his Heirs and Assigns, &c. covenants, by these Presents as followeth; (*that is to say*) that he the said *A.* his Heirs and Assigns, shall and will from Time to Time, during the said Term hereby granted, allow to and for the said *B.* his Executors, Administrators and Assigns, rough Timber, to be fetched and carried by the said *B.* his Executors, Administrators and Assigns, at his and their own Charges, the Distance not exceeding five Miles, towards repairing the Premises aforesaid, during the said Term: *And* that he the said *A.* his Heirs and Assigns, shall and will within one Month always next, after Request to him or them by the said *B.* his Executors, Administrators or Assigns, assign or allow unto and for him and them upon the said Premises, if the same can be there had, sufficient and necessary Cart-boot and Plow-boot, to be spent and used upon the said Premises, only and not elsewhere, or for Want of such Allowance or Assignment thereof as aforesaid; that then it shall and may be lawful to and for the said *B.* his Executors, Administrators and Assigns, to take the same from the Premises, if the same can be there had, he or they taking the same at seasonable Times, and without doing any Waste or Spoil: *And* that he the said *B.* his Executors, Administrators and Assigns, shall and may at seasonable Times, during the said Term, take and have towards his necessary Fire-boot, the Lops and Tops of such Trees growing on the Premises, as have been usually lopt and topt, and shall and may likewise have and take such and so many of the Bushes now growing, and which shall be growing on the said Premises, as shall be necessary for the Repairing and Amending the Hedges and Fences of the said demised

Premises, from Time to Time, during the said Term: *And* further, that he the said *B.* his Executors, Administrators and Assigns, shall and may have the Use of the Barns and Yard belonging to the said demised Premises, from the Expiration of the said Term hereby granted, until the — Day of — then next following; to thrash out his and their Corn, and to fodder Cattle, he or they leaving the Straw for the Use and Benefit of the said *A.* his Heirs and Assigns, and doing no Damage to the said Premises: *And lastly*, that he the said *B.* his Executors, Administrators and Assigns, well and truly paying the said yearly Rent of — *l.* and the said further yearly Rent of 5 *l.* per Acre, and proportionably for a lesser Quantity than an Acre of the said Meadow or Pasture Ground, which shall be plowed, broken up or converted into Tillage as aforesaid, as the same are herein before reserved, and observing, performing and keeping all and singular the Covenants, Clauses and Agreements herein before contained, on his and their Parts and Behalfs, to be observed, performed and kept, according to the true Meaning of these Presents, shall and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Lands and all other the Premises herein before demised (except before excepted) for and during all the said Term of — Years herein before granted, without any Let, Suit, Eviction or Interruption of or by the said *A.* his Heirs or Assigns, or any other Person or Persons, lawfully claiming by, from or under him or them. *In Witness, &c.*

And the Lessee to have the Use of the Barns to thrash out his Corn sometime after the Term, and the Use of the Yard to fodder his Cattle.

Covenant for Enjoyment, paying the Rent and additional Rent.

Of a Messuage or Farm-house, and Barns and Out-houses, with several Pieces of Land, Meadow and Pasture, particularly described.

N. B. *The Lessor is Tenant only for Life.*

THIS Indenture, &c. [As usual to] all that Messuage, Tenement or Farm-house, commonly called or known by the Name of — together with the Yards, two Barns, and other Out-houses thereunto belonging, with the Appurtenances: And also the several Pieces or Parcels of Land and Ground to the said Messuage, Tenement or Farm-house belonging herein after mentioned; (*that is to say*) all those three Pieces or Parcels of Land, commonly called or known by the Name of — Acres, be the same more or less, lying on the South-side of the Lane, leading to — and also all those Pieces or Parcels of Land, commonly called or known, &c. lying, &c. and containing by Estimation — Acres, be the same more or less; and also all that Piece or Parcel of Land or Meadow Ground adjoining to — containing by Estimation, &c. and also all that other Piece, &c. [And so the rest] which said Messuage, Tenement, or Farm-house, Lands and Premises, are situate, lying and being, &c. and are now in the Possession of the said *A.* together with all Ways, Passages, Easements, Waters, Water-courses, Profits, Commodities and Appurtenances whatsoever to the said Messuage, Tenement or Farm-house, Lands and Premises, belonging or in any wise appertaining: Except, &c. unto the said *A.* and her Assigns, and unto such Person or Persons, to whom the next and immediate Reversion, Remainder or Freehold of the said Premises, shall from Time to Time belong or appertain,

P p p p

Except
Trees,
and Li-
berty to
fell and
carry a-
way.

And likewise to fell
Trees on two Pieces
of Wood-land ad-
joining on the Pre-
misses.

Habend',
&c.

Covenant
to repair
as com-
mon.

Obser'.

Alter
this Co-
venant,
as Necessi-
ty re-
quires it.

The Lessee to lay
Dung on the Pre-
misses that shall be
made thereon, and
not to dispose of it
elsewhere.

pertain, all and all Manner of Timber, Timber-Trees, and other Trees; and also the Lops and Tops of the said Trees, and all Woods and Under-woods, now standing, growing and being, and which during the Term hereunder granted, shall be growing, or being in or upon the said demised Premises, or any Part thereof; together with free Liberty of Ingress, Egress and Regress, unto and for the said A. and her Assigns; and after her Decease, to and for such Person and Persons, to whom, &c. of the said Premises shall belong, to come into, upon, through and over the said demised Premises, or any Part thereof, with Servants, Horses, Carts and Carriages, to fell, cut down, cut out, and carry away the said Timber, Timber-Trees,

Lops and Tops, Wood and Under-woods herein before excepted and reserved; and likewise to fell, cut down, cut out, and carry away the Timber, Timber-Trees, and other Trees, Woods and Underwoods, now growing, and which during the Term hereunder granted, shall be growing on a Piece or Parcel of Wood-land, called — and on one other Piece or Parcel of Wood-land adjoining

to the aforesaid Field, called — at all seasonable Times, during the Term hereunder granted, at her and their own free Wills and Pleasures:

Habend' the said Messuage, Tenement or Farm-house, Lands and Premises herein before demised, with the Appurtenances, &c. for twenty-one Years: *Reddend'*, &c. [*As usual for Tenants for Life; Covenant to pay the Rent also then*]

And that he the said B. his Executors, Administrators and Assigns, or some of them, at his, their or some of their own proper Costs and Charges, shall and will from Time to Time, during the said Term hereby granted, well and sufficiently repair, support, uphold, sustain, maintain, amend and keep the said Messuage or Tenement, and all and every the Barns, Stables, Cow-houses, and other Out-houses, Buildings and Premises hereby demised, *thereunto belonging*, with the Appurtenances, in, by and with all, and all Manner of needful and necessary Reparations and Amendments whatsoever: And shall and will in like Manner, make, amend, maintain, fence, hedge, ditch, scour, cleanse, and keep all the Hedges, Ditches, (*and so much and such Part of the Marr Ditch before mentioned, as lies against, or is adjoining to the aforesaid Pieces of Meadow Ground herein before demised, and every of them*); and also all the Pales, Gates, Stiles, Banks, Fences and Water-courses whatsoever to the said demised Premises, when, where, and as often as Need or Occasion shall be or require: And the said Messuage or Tenement, with the Barns, Stables, Cow-houses, and other Out-houses and Buildings, and Premises herein before demised, *thereunto belonging*, with the Appurtenances; and also all the Hedges, Ditches, (*the aforesaid Part of the Marr Ditch*) and all the Pales, Gates, Stiles, Banks, Fences and Water-courses thereunto belonging, being so well and sufficiently repaired, upholden, supported, sustained, maintained, fenced, hedged, ditched, scoured, cleansed, amended and kept, *and as the same now are and be*, at the End of the said Term hereby letten, or other sooner Determination of these Presents, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up unto the said A. or to such Person or Persons, &c. [*As before*]

And moreover, &c. [*To view as usual in Leases from Tenants for Life*]. And further, that he the said B. his Executors, Administrators and Assigns, shall and will from Time to Time, during the said Term hereby granted, spend, lay, spread, and bestow in and upon the said Land and Ground hereby demised, all the Straw, Dung, Soil and Compost, which shall arise and be made upon the said Premises, or any Part thereof; and shall not, nor will use the same, or

sell or dispose thereof, elsewhere, or to any other Purpose whatsoever :
And that he the said *B.* his Executors, Administrators or Assigns, shall not nor will at any Time or Times during the said Term hereby letten, lop, top or strip any of the Trees which now are, or which during the said Term, shall be growing on the said Premises or any Part thereof, (other than and except twelve of such of the said Trees yearly, which now are or which during the said Term, shall be made Pollards, and which are or have been or shall be usually lopt and topt, twelve of which said Pollards are allowed to be lopt by the said *B.* his Executors, Administrators and Assigns yearly, for Stakes to be used on the said Premises, as hereunder is mentioned ; and that he or they shall not nor will fell or cut down any Trees, Woods or Under-woods now growing, or which shall be growing upon the said Premises or any Part thereof ; nor carry off or use otherwise than for the Repairing and Amending the Hedges and Fences of, and belonging to the said Premises hereby demised, any of the Bushes which now are or shall be growing on the said Premises or any Part thereof :
 And further, that she the said *A.* and her Assigns, and such Person and Persons to whom, &c. shall belong) shall and may at all reasonable Times during the said Term, have full and free Liberty of Ingress, Egress and Regress, with Servants, Workmen, Carts and Carriages through and over the said Premises hereby demised or any Part thereof, unto and from the before mentioned Piece of Wood-land called —, and the said other Piece of Wood-land adjoining to the said Piece of Land called — to fell, cut down, cut out and carry away the Timber-Trees and other Trees, Woods and Under-woods now growing, and which during the said Term, shall be growing in or upon the said two Pieces of Wood-land, or either of them, at her and their own free Wills and Pleasures without any Let, Hindrance or Interruption, of or by the said *B.* his Executors, Administrators, Under-tenants or Assigns, or any other Person or Persons, by or through his or their Means or Procurement ; *Provided*, &c. for Re-entry [*as usual*] and as in Leases from Tenants for Life. *And* the said *A.* for herself, her Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *B.* his Executors, Administrators and Assigns, as follows, (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, shall and may yearly during the said Term hereby letten, have and take the Lops and Tops of twelve of such Pollard-Trees now growing, or which during the said Term shall be growing on the said Premises, to be spent and used for Stakes for the Repairing and Amending the Hedges and Fences of and belonging to the said Premises hereby demised, and not otherwise ; and that he the said *B.* his Executors, Administrators and Assigns truly paying the yearly Rent of — *l.* as the same is, &c. for Enjoyment, [*as usual*.] *And lastly*, that he the said *B.* his Executors, Administrators and Assigns paying the said yearly Rent, and performing the said Covenants herein before reserved and contained, on his and their Parts to be paid and performed as aforesaid, shall and may during all the said Term herein before granted, peaceably and quietly hold and enjoy all the said several Pieces or Parcels of Land herein before-mentioned, to be demised (except the said Piece of Land called —) free and clear, and clearly discharged of and from all Tithes, commonly called great Tithes, and from all or any Payments,

Not to
lop any
Trees ex-
cept 12
which is
after al-
lowed.

The Lessor may have free Ingress through and over the Premises, to cut the Timber on the said two Pieces of Wood-land adjoining to the Premises and to carry away.

Covenant from the Lessor, that the Lessee may take the Lops of 12 Trees, usually lopt for Stakes.

Covenant for Enjoyment.

And likewise may enjoy free from Tithes, usually called great Tithes.

ments, Sum or Sums of Money or Allowances, and all Actions, Suits, Judgments, Executions, Troubles or Demands, for or concerning the said great Tithes in any manner of wise. [*In Witness, &c.*]

Another, the Lessor being Tenant for Life, with an Exception of the Barn till such a Time, for the Lessor to thrash out the Corn that is therein, and a Covenant for that Purpose, with divers particular Covenants (as in the Margin.)

Except the Use of the Barn, until such a Time for the Lessor to thrash out the Corn she has therein, and Liberty for Carts, &c. to carry the same away.

Habend', &c.

The Lessee not to lop any Trees without Consent.

Nor use any Bushes, &c. otherwise than to repair Hedges.

He not within the first — Years of the Term, to plow or break up two certain Fields; if he does, he to sow the same with Cinque-Foil, so much to an Acre, three Years before the Expiration of the Term.

THIS Indenture, &c. [*the same as the preceding to the End of the first Exception, or as far as, and likewise to fell, &c. or instead of this Exception, add that in the Lease next before the last,*] and also except and reserved unto the said *A.* her Executors, Administrators and Assigns the free Use of the said Barns herein before demised, until the Feast-day of, &c. now next, and full and free Liberty of Ingress, Egress and Regress to and from the same with Servants, Workmen, Carts and Carriages at all Times, to thrash out, carry away and to dispose of the Corn or Grain therein, now being and belonging to the said *A.* and the Straw thereof, at her and their own free Wills and Pleasures; *Habend' &c.* [as the other above; *Reddend'* also; *Covenant to pay the Rent likewise, and Covenant to repair, to view, and the Covenant about the Dung then follows*] and that he the said *B.* his Executors, Administrators or Assigns shall not nor will, at any Time or Times during the said Term, lop, top or strip any of the Trees which now are, or which during the said Term shall be growing on the said Premises, but by and with the Consent and Order of the said *A.* or her Assigns, or of such Person or Persons to whom the Reversion, &c. shall belong. In Writing under his, her or their Hands and Seals in that Behalf, nor fell or cut down any Trees, Woods or Under-woods growing or which shall be growing on the said Premises, nor carry off or use otherwise than for the Repairing and Amending the Hedges and Fences of and belonging to the said Premises hereby demised, any of the Bushes which now are or shall be growing in or upon the said Premises or any Part thereof: *And moreover*, that if the said *B.* his Executors, Administrators or Assigns shall at any Time or Times within the first — Years of the said Term hereby granted, plow, break up or convert into Tillage the said two Fields of Ground hereby demised, and which are now sown with Cinque-Foil, or either of them or any Part thereof; that then and in such Case he the said *B.* his Executors, Administrators or Assigns shall and will three Years at the least, before the Expiration of the said Term hereby letten, lay the same down, and sow or cause to be sown in Husband-like Manner, four Bushels of the best Cinque-Foil Seeds in and upon every Acre, and proportionably on a lesser Part than an Acre of the said two Fields or Pieces of up-land Ground or any Part thereof, which

he or they shall sow, plow, break up or convert into Tillage as aforesaid, and permit and suffer the same when so sown, to lie for Grass during the last three Years of the said Term; and the said B. doth hereby covenant and agree to and with the said A. her Executors and Assigns, that she the said A. her Executors and Assigns shall and may until the said Feast-day, &c. next ensuing the Date hereof, have the free Use of the said Barns herein before demised, and full and free Liberty of Ingress, Egress and Regress to and from the same with Servants, Workmen, Carts and Carriages to thrash out, carry away, sell and dispose of the Corn or Grain therein being and belonging to the said A. and the Straw thereof at her and their own free Wills and Pleasures, without any Let, Hindrance or Interruption of or by him the said B. or any other Person or Persons, by or through his Means or Procurement. *Provided, &c.* [For Re-entry as that above] and the said A. for herself, her Heirs, Executors, Administrators and Assigns, &c. covenants as follows, [that is to say] that from Time to Time, and at all Times within six Weeks next after Request in that Behalf by the said B. his Executors, Administrators or Assigns, he and they shall have or be allowed and assigned to take sufficient Lops and Tops of such Trees upon the Premises, as are or have been usually lopt or topt for Stakes, for the necessary Repairs of the Hedges and Fences of the said demised Premises, if the same can be had or taken upon the said Premises, or in Default and for Want of such Allowance or Assignment thereof, as aforesaid; that then it shall be lawful for the said B. his Executors and Assigns to take the same from such Trees on the Premises, which are or have been usually lopt or topt, if the same can be there had, he or they taking the same at seasonable Times, and without doing any Waste or Spoil, and, &c. covenant for Enjoyment. *In Witness, &c.*

That the Lessor shall have the Liberty of the Barn till such a Time before excepted.

Covenant, that the Lessor will upon Request, assign Lops of Trees for Stakes, or otherwise the Lessee may take them.

Another, with particular Covenants (as in the Margin).

THIS Indenture, &c. [as the others to the End of the Exception, which Exception is in Fol. 592. N^o. 18.] viz. except Timber-Trees and Lops of Pollards, and Liberty for the Lessor to dig Gravel and Chalk out of two certain Pieces of Ground, and Liberty of a Passage over a Piece of Ground demised, unto a Wood of the Lessor's; and except Hawking, Hunting, Fishing and Fowling. *Habend'* [as usual; Reddend', *Covenant to pay the Rent, Covenant to repair as usual, to the Words*] maintain, amend and keep the said Messuage or Tenement, and all and every the Barns, Stables, Out-Houses, Edifices, Buildings, Yards and Premises hereby demised, with their and every of their Appurtenances, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever; and shall and will in like Manner fence, hedge, ditch, scour, cleanse, maintain and keep all the Fences, Hedges, Ditches Banks and Inclosures, and all the Gates, Stiles, Posts, Rails and Bridges to the said demised Premises belonging; and that from Time to Time, &c. and the said Messuage or Tenement with the Barns, Stables, Out-Houses and Buildings and also all the Fences, Hedges, Ditches, Banks, Gates, Stiles, Posts, Rails and Bridges being so well and sufficiently repaired, supported, upholden, sustained,

Exception.

Covenant to repair.

Not to lop any Trees or suffer the same to be spoiled.

To lay Dung (made on the Premises) on some Part thereof, and not elsewhere.

That the Lessor shall have Liberty to dig Gravel and Chalk.

The Lessee not to use any Gravel or Chalk but on the Premises.

That the Lessor may pass over a Piece of Ground demised, to another Piece belonging to the Lessor.

The Lessee not to destroy Fish, Fowl or Game, but do his utmost to preserve them for the sole Use of the Lessor.

Not to take above two Crops together, without a Summer Tilth.

And if the Lessee converts a certain Piece of Ground into Tillage, then he to lay the same down for Fallow three Years before the Expiration of the Term.

sustained, maintained, fenced, hedged, ditched, scoured, cleansed, amended and kept at the End and Expiration of the said Term hereby letten, &c. [*Covenant to view as common* ;] and further that he the said *B.* his Executors, Administrators or Assigns will not at any Time or Times during the said Term, lop or top any of the Trees now growing, or being, or which during the said Term, shall grow or be upon the said Premises, nor will make, do or commit or suffer to be made any Waste, Strip or Spoil upon the Premises ; and that the said *B.* his Executors, Administrators and Assigns shall and will from Time to Time during the said Term, lay, spread and bestow all the Dung, Muck, Soil, Marl or Compost which shall arise and be made upon the said Premises, upon the Lands where there shall be most Occasion, and will not use the same, or sell or dispose thereof elsewhere, or to any other Purpose whatsoever ; and further that she the said *A.* her Heirs and Assigns shall and may at all Times during the said Term, dig, take and carry away so much Gravel out of the said Piece of Ground, called —, and so much Chalk out of the said Piece of Ground, called —, as she or they shall have Occasion and think fit to take away ; and that he the said *B.* his Executors, Administrators and Assigns will not at any Time or Times during the said Term use any Gravel or Chalk which shall be digged or taken out of the said Premises, otherwise than on the said Lands and Premises, and for the Improving thereof, nor sell or dispose of the same, or any Part thereof, elsewhere or to any other Purpose whatsoever ; and further that she the said *A.* her Heirs and Assigns with — may at all Times during the said Term, freely come, go, pass and repass through the said Piece of Ground, called — to the said Piece of Ground, belonging to the said *A.* called —, without any Let, Hindrance or Interruption of or by the said *B.* his Executors, Administrators and Assigns ; and further that he the said *B.* his Executors, Administrators and Assigns, or any other Person or Persons, by or through his Means, Privy or Procurement, shall not nor will, at any Time or Times during the said Term, take or destroy any of the Fish, Fowl or other the Game upon the said demised Premises, but will use his and their best Endeavours to preserve and increase the same for the sole Use of the said *A.* her Heirs and Assigns during the said Term ; and also that he the said *B.* his Executors, Administrators or Assigns, shall not nor will, during the said Term, have or take upon or from any of the said Pieces or Parcels of Ground hereby demised, above two Crops together, without a Summer Lay or Summer Tilth between them and laying the same down for Fallow the third Year : And in Case the said *B.* his Executors, Administrators or Assigns shall convert the said Piece of Ground called — into Tillage during the said Term ; that then and in such Cases, he and they shall and will lay the same down for Fallow three Years before the Expiration of the said Term hereby granted, and at the End thereof leave the same so laid down for Fallow unto the said *A.* her Heirs or Assigns. [*Provided, &c. for Re-entry as Common ; Covenant for Enjoyment also.*] In Witness, &c.

In a Lease of a Farm described in general Words. Covenant, That the Lessee shall not plow above — Acres in any one Year, nor take above two Crops together, leaving the third for Fallow, upon Forfeiture of paying — per Acre; and he shall not plow Meadow or sow Mustard-Seed, Hemp or Flax, upon Forfeiture of paying — per Acre; not to suffer any Incroachment, nor assign the Term, or suffer the Premises to come to any Person, except to his Wife and Children, by his last Will.

AND the said B. for himself, &c. covenants, that he the said B. his ^{Covenant} Executors, Administrators or Assigns shall not nor will in any one Year, ^(as in the Title.) during the said Term hereby granted, fallow, break up or convert into Tillage, any more or greater Quantity than — Acres, nor shall not nor will take of and from the same Acres, any more than two Crops together, but shall and will suffer the said Plough-Lands every third Year to lie for Fallow; and in Case he or they shall do the Contrary, that then the said B. his Executors, Administrators and Assigns shall and will, well and truly pay or cause to be paid unto the said A. her Heirs and Assigns, the Sum of — of lawful, &c. for every Acre above the Number of — Acres in a Year, which during the Term aforesaid, shall be eared, ploughed or converted into Tillage, or be sown with any Kind of Grains above two Years together, for and as an Increase of Rent over and above the yearly Rents herein before reserved; and that he and they will pay the same at the Feast-days and Times, and at the Place whereon the said yearly Rent is hereby reserved, and made payable by even and equal Portions; and also that the said B. his Executors, Administrators and Assigns shall not nor will at any Time or Times during the said Term hereby granted, plow, dig, break up or convert into Tillage any of the Meadow-Ground belonging to or Parcel of the Premises hereby leased, nor shall not nor will at any Time or Times during the said Term hereby granted, sow any Flax, Hemp or Mustard-Seed on any Part of the hereby letten Premises; and in Case he the said B. his Executors or Assigns shall plow, dig, break up or convert into Tillage, any of the Meadow-Ground belonging to or Parcel of the Premises hereby leased, or shall sow any Flax, Hemp or Mustard-Seed on any Part of the hereby letten Premises, that then and in any of the said Cases, he the said B. his Executors, Administrators or Assigns shall and will pay or cause to be paid unto the said A. her Heirs or Assigns the Sum of 5 l. of lawful, &c. for every Acre of Meadow-Ground that shall be plowed, digged, broken up or converted into Tillage, and for every Acre of Ground, on which shall be sown Flax, Hemp or Mustard-Seed, for an Increase of Rent, over and above the yearly Rents herein before reserved, and so after the same Rate proportionably for a greater or lesser Quantity than an Acre; and that he and they will pay the same at the Feast-days, Times and Place, whereon the said yearly Rent is above reserved, made payable by even and equal Portions; and further that he the said B. his Executors, Administrators or Assigns shall not nor will permit any Person

Not to
plow
Meadow,
&c.

Not to assign the Term, nor suffer the Premises to come to any Person, except to his Wife and Children by his Will.

son to encroach upon the Premises, or do any Act that shall be prejudicial to the Estate of the said *A.* her Heirs or Assigns: *And moreover*, that he, they or any of them shall not nor will assign the Term hereby granted, or any Part thereof, or permit the said Possession of the said Messuage and Premises, or any Part thereof, to go or come to any Person or Persons, except it be to his Wife, Child or Children, in and by his last Will and Testament, without the License and Consent of the said *A.* her Heirs or Assigns first had in Writing under her or their Hands and Seals. [*The Lessor covenants to allow rough Timber for Repairs and also Stake-boot, &c. upon Request: Then for Enjoyment.*]

In a Lease of a Farm described in general Words. Clause, that the Lessee may plow — Acres in any one Year, and Covenant, that he shall not plow more, upon Forfeiture of paying more Rent after the Rate of — per Acre.

This came next after the Clause about laying the Dung.

AND it is hereby agreed by and between the said Parties, that he the said *B.* his Executors, Administrators and Assigns shall and may Yearly, or in any Year during the said Term, plow and put into Tillage — Acres but no greater Quantity in any one Year of the said Lands hereby demised, (the Meadows before the said Messuage, and two Marshes which are now not plowed, excepted during the Term:) *And* the said *B.* for himself, &c. covenants, that if he the said *B.* his Executors, Administrators or Assigns, or any others by his or their Means, Sufferance, Consent or Procurement, shall in any one Year during the said Term, plow, break up or convert into Tillage, any more or greater Quantity of the said Lands hereby demised, than — Acres (which he hath Liberty to plow yearly as aforesaid) without the Consent and License in that behalf, of the said *A.* his Heirs and Assigns in Writing, first had under his or their Hands and Seals, that then and from thenceforth the said *B.* his Executors, Administrators and Assigns, shall and will yearly, and every Year, for and during the then Residue of the said Term, well and truly pay or cause to be paid unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of 5*l.* of lawful, &c. for an Increase of Rent, and over and above the yearly Rent before reserved, for every Acre which shall be so plowed, broken up or converted into Tillage, above the said yearly Quantity of — Acre without such Consent as aforesaid, and after the same Rate for a greater or lesser Quantity than an Acre, at the Feasts or Days before limited for the Payment of the said yearly Rent before reserved, by equal Portions. [*A Covenant followed, that the Lessee should take but two Crops together, leaving the third for Fallow; Proviso for Re-entry, &c.*]

*Of a Messuage, Barns and Out-houses, with divers Pieces of Land, Meadow, Pasture and Wood-land particularly described; with a Proviso for Re-entry; and that if the Rent is not paid within six Months after the same is reserved, then to pay 5*l.* above the Rent, and that the Lessor may distrain for that as well as for the other Rent; Covenant to pay the Rent accordingly, with other Covenants, (as in the Margin.)*

THIS Indenture made, &c. between *A.* of the one Part, and *B.* of the other Part, *Witneseth*, &c. all that his Messuage, Tenement or Farm, with the Appurtenances, situate, &c. with all the Barns, Stables, Out-houses, Buildings, Orchards, Gardens and Appurtenances thereunto belonging; and all those several Pieces or Parcels of arable Meadow, Pasture and Wood-Ground to the said Messuage, Tenement or Farm, belonging or appertaining, or occupied or enjoyed therewith hereafter mentioned, and now or formerly called as followeth; (*that is to say*) The upper Mead, containing by Estimation — Acres, or thereabouts; The middle Mead, &c. [*And so the rest, and also the Wood-land, with a Common Exception of Trees*]: To have and to hold the said Messuage, Tenement or Farm, Lands, Wood-Ground, Tenement and Premises, [*there being a small Tenement described at last*] herein before demised with the Appurtenances, (except before excepted) &c. *Reddend* [*As usual, only say at a certain Place*] *Provided* always, That if it shall happen the said yearly Rent of — *l.* or any Part thereof, shall be behind or unpaid in Part, or in all, by the Space of thirty Days next over or after either of the said Feast-days above-mentioned, whereon the same ought to be paid as aforesaid, and shall be and continue unpaid for the Space of six Months or longer, after the End of the said thirty Days; that then and so often the said *B.* his Executors, Administrators and Assigns, shall and will forfeit and lose unto the said *A.* his Heirs and Assigns, for every 6 Months or 180 Days, that the said Rent, or any Part thereof, shall be and remain unpaid, after the Expiration of the said thirty Days, the Sum of 5 *l.* of lawful, &c. *nomine pena*: And also that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, to distrain for all and every such Sum or Sums, which shall be so forfeited, *nomine pena*, as aforesaid, as well as for the said yearly Rent before reserved, and which shall be then behind and unpaid; and that if the said Rent, or any Part thereof, shall be behind and unpaid, by the Space of seven Kalendar Months, after either of the said Feast-days, whereon the same, as aforesaid, ought to be paid at the Place aforesaid; that then and from thenceforth, and at all Times afterwards, it shall and may be lawful to and for the said *A.* his Heirs and Assigns, into the demised Premises, &c. [*As usual*] And the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, or some of them, shall and will yearly and every Year, during the said Term hereby granted, well and truly pay or cause to be paid unto the said *A.* his Heirs or Assigns, the said yearly Rent or Sum of — *l.* of lawful, &c. *at the Place aforesaid*, on the said two several Feasts or Quarter-days of Payment, in the Year above-mentioned, by equal Portions, or within 30 Days at the furthest, always next after each of the said Feasts or Days of

Proviso
for Re-
entry, as
before.

Covenant
to pay the
Rent, as
above.
And free
from all
Bur-
rough
Scots and
Duties,
except
what shall
be charg-
ed by Act
of Par-
liament,

Payment aforesaid; and will likewise pay all such Sum and Sums of Money, which shall be forfeited, and become payable *nomine pœnæ*, for or by Reason of the Non-payment thereof, according as the same is before reserved, and ought to be paid; and will also bear, pay, discharge and indemnify the said *A.* his Heirs and Assigns, from all Borough Scots, Rates and Duties whatsoever, which are and shall become due to be paid, for and in respect of the said Premises, such Taxes and Assessments, as shall be charged on the said

That the Lessor shall allow a Sum of Money out of the first and second Year's Rent, which is to be laid out in Repairs.

Covenant that the Lessee will lay it out, and shew Workmens Bills to testify the same.

To repair, and to view.
The Lessor to allow rough Timber for Repairs upon Request.

The Lessor to provide Fruit-Trees, and the Lessee to plant them; and when decay, to plant others.

The Lessee to lay Dung made on the Premises on some Part thereof, except what shall be on the Premises, before such a Month in the last Year; but he not to remove any therefrom, which shall be on the Premises in the said Month.

Premises, or the said *A.* his Heirs and Assigns, as Landlords thereof, by any Act or Acts of Parliament, excepted: And the said *A.* for himself, &c. covenants, that he the said *A.* his Heirs and Assigns, shall and will allow unto the said *B.* his Executors or Assigns, out of the first Year's Rent, which shall grow due and payable for the said Premises, the Sum of — *l.* and out of the second Year's Rent, the like Sum of — *l.* which said Sums are to be laid out by the said *B.* towards putting the said demised Premises into a sufficient Repair: And the said *B.* doth hereby covenant and agree with the said *A.* his Heirs and Assigns, that within the first two Years of the said Term, he or they will lay out the said — *l.* towards the Repairing the said Premises, and will do all further Works for compleat and sufficient Repairing thereof, at his and their own proper Charge; and will upon Demand, produce and shew to the said *A.* his Heirs and Assigns, the Workmens Bills for his Expending the said — *l.* (and other his Disbursements) in and about the said Repairs: And the said *B.* for himself, &c. covenants, by these Presents as followeth; (*that is to say*) that he the said *B.* &c. [*To repair as common; Covenant to view*] And the said *A.* for himself, &c. covenants, that he and they will allow sufficient rough Timber for making a Weil on the Premises, at the Charge of the said *B.* and will also from Time to Time, as Occasion shall require, within one Month after Request in Writing, under the Hand of the said *B.* his Executors, Administrators or Assigns, to him or them made, allow and assign sufficient rough Timber to be taken upon the said Premises, for the necessary Repairs of the said Messuages, Tenements and Barns, and Buildings thereunto belonging; and for Want of such his or their Assignment thereof, within one Month after such Request in Writing, so made as aforesaid, that it shall be lawful for the said *B.* his Executors and Assigns, to have and take so much rough Timber upon the said Premises, as shall be necessary at the Time of such Request for the said Repairs only, and for no other Use or Purpose, and to be spent and used for that Purpose only, and not otherwise, nor elsewhere, he and they in such Case making or committing no Waste or Spoil: And that he the said *A.* will on Request provide and deliver, at his Dwelling-house at — unto the said *B.* his Executors or Assigns, — young Fruit-Trees, to be by him or them, set and planted in the Orchard belonging to the said Messuage or Farm; which Trees and all other the Fruit-Trees growing, or which shall be growing on the Premises, the said *B.* covenants and agrees, that he his Executors and Assigns, shall and will from Time to Time, preserve and cherish, and where any of the said Trees shall decay, shall and will set and plant other good Fruit-Trees in the Room thereof: And the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, shall and will

from Time to Time, during the said Term hereby granted, lay, spread, spend and bestow upon the said Lands hereby demised, all the Straw, Dung, Soil and Compost, which shall arise or be made upon the said Premises, or any Part thereof, during the said Term, except what shall so be on the said Premises, before the Month of *May*, within the last Year of the said Term; and that he the said *B.* his Executors or Assigns, will not remove or carry off or from the said Premises, any Straw, Dung and Compost, which shall be upon the said Premises in the said Month of *May*, in the last Year of the said Term hereby granted: *And* that if he the said *B.* his Executors, Administrators or Assigns, shall at any Time, during the said Term, sell or dispose of any Hay or Straw, arising from the said Premises, (Wheat-Straw excepted) and not spend it thereupon; that then and in such Case, he and they for every Load of such Hay or Straw, (Wheat-Straw excepted) which shall be so sold or disposed of, and not used upon the said Premises as aforesaid, shall and will lay and spread four Loads of Dung upon the said Lands, or some Part thereof: *And* further, that if he the said *B.* his Executors, Administrators, Under-tenants or Assigns, shall at any Time or Times, during the said Term, plow, sow, break up, or convert into Tillage, the several Pieces or Parcels of Meadow or Pasture Ground, now called —, and — Parcel of the Lands hereby letten, or any Part of them, or any of them, without the Licence and Consent of the said *A.* his Heirs and Assigns, under his or their Hands in Writing in that Behalf first had and obtained; that then and in such Case, he the said *B.* his Executors, Administrators and Assigns, shall and will from thenceforth, for and during the then Residue of the said Term hereby letten, well and truly pay, or cause to be paid unto the said *A.* his Heirs and Assigns, over and above the yearly Rent before reserved, and on the several Days, on which the same is made payable, the further Sum of 3*l. per Ann.* for every Acre, and proportionably for any greater or lesser Quantity, than an Acre of the said several Pieces of Pasture Ground, which he or they shall so plow, sow, break up, or convert into Tillage, without such Consent as aforesaid, for and as an Increase of Rent: *And* likewise that he the said *B.* his Executors, Administrators and Assigns, shall and will in Husband-like Manner, lay down for Fallow, the several Pieces of Land, called —, and — three Years before the Expiration of the said Term hereby granted: *And* likewise, that he the said *B.* his Executors, Administrators and Assigns, shall and will lay, spread and bestow upon every Acre of the said Lands and Grounds herein before demised, which he or they may and shall plow or sow, after his or their first Taking therefrom three Crops of Corn, either three hundred Load of Marl, or three single Loads of Lime, for the better Improving and Amending the said Lands: *And* that he the said *B.* his Executors, Administrators or Assigns, shall not, nor will have or take upon or from any of the said Lands, which now are and shall, during the said Term, be used as arable, above three Crops on an Acre, together without a Summer-Lay or Summer-Tilth, between them at any Time, from the Commencement of this present Indenture of Lease, until the said Quantity of Marl or Lime shall be laid thereon as aforesaid, nor above four Crops on an Acre together without a Summer's Lay or Tilth between them, at any Time after the said Amendment thereof, for the then Residue of the said Term: *And* also that he the said *B.* his Execu-

And if the Lessee disposes of any Hay or Straw arising from the Premises, then he for every Load of Hay or Straw, to lay and spread four Load of Dung.

Not to plow some particular Pieces of Meadow.

If does, to pay more Rent

The Lessee to fallow several Pieces of Land three Years before the End of the Term.

The Lessee to spread Marl or Lime after every three Crops.

Not to take above three Crops together, without a Summer's Tilth, until the said Marl or Lime is laid.

Nor above four afterwards.

tors,

To leave the Wood on the Wood-land of 5 Years Growth, and some of 2 Years Growth.

To preserve the Trees therein.

Not to lop any Trees not usually, &c. lopt, but what shall be assigned for rough Timber.

To leave some of the arable Land plowed.

And the Lessor may come and sow the same.

For which Plowing the Lessor to abate — s. per Acre out of the last Half-Year's Rent.

The Lessee may convert a little Piece into a Hop-Ground.

And leave the same a Hop-Ground, or lay it down for Meadow.

Not to use any other Piece for a Hop-Ground without Licence.

Covenant for Enjoyment.

tors, Administrators or Assigns, shall and will at the Expiration of the said Term hereby granted, leave the Wood and Under-wood upon the Wood-Ground, now called the Long-wood, of 5 Years Growth at the least, and the Wood and Under-wood upon — Wood, not less than 2 Years Growth; and that he and they shall and will at all Times, during the said Term, keep and preserve the said Woods, and all Timber-Trees therein, and elsewhere upon the said Premises, and all Tettors in the said Woods, likely to prove Timber-Trees, from Spoil and Destruction, from Time to Time, and at all Times during the said Term: And will not at any Time lop or top any Trees now growing, or which during the said Term shall be growing on the said Premises, which have not been usually lopt or topt, nor any young Spire-Trees, nor fell or cut down any Trees, but what shall upon Request be assigned as rough Timber, or for Want of such Assignment, shall be necessary to be taken as such, and shall be used and spent for Repairs as aforesaid; nor do or commit any Waste or Spoil, in or upon the said Premises: And further, that he the said B. his Executors and Assigns, shall and will in the last Year of the said Term, leave unto the said A. his Heirs and Assigns — Acres of the said arable Lands, three Times plowed and tilled in Husband-like Manner, according to the Custom of the Country, the last Plowing whereof to be done and finished one Month at the least, before the Expiration of the said Term: And that it shall be lawful for the said A. his Heirs and Assigns, to come into and upon the said — Acres, with Horses, Carts, Servants and Necessaries, to sow the same one Month at the least, before the Expiration of the said Term: For which said — Acres of Fallow, so to be plowed and let as aforesaid, the said A. agrees to allow the said B. his Executors or Assigns, — s. per Acre out of the last Half-year's Rent, to grow due for the said Premises: And the said A. doth agree, that it shall be lawful for the said B. his Executors and Assigns, at any Time before the last seven Years of the said Term hereby granted, to convert and make two Acres of a Piece of Ground hereby demised, called — into a Hop-Ground; and if the same shall be continued a Hop-Ground within the said last seven Years of the said Term hereby granted, then and in such Case the said B. for himself, his Executors and Assigns, doth covenant and agree with the said A. his Heirs and Assigns, that either he and they will continue the said two Acres of Ground, for the then Remainder of the said Term, and leave the same at the Expiration thereof, a Hop-Ground, or otherwise, and in Lieu thereof, will lay down and turn into Meadow, the whole Piece of Land now called the — and leave the same as Meadow Ground, at the Expiration of the said Term: And that he the said B. his Executors, Administrators or Assigns, will not at any Time convert any other Part of the said demised Premises into, or use the same as a Hop-Ground, without the express Leave and Licence of the said A. his Heirs or Assigns, in that Behalf in Writing, under his or their Hands: And lastly, The said A. for himself, &c. covenants, that he the said B. his, &c. well and truly paying the said yearly Rent herein before reserved, and the several other Payments herein before mentioned, and which shall become due to be paid, and observing, performing, &c. may enjoy. *In Witness, &c.*

Of a Messuage, Barn, Stables, Out-houses and Yards, with Lands used for a Coney-Warren, with the Stock of Conies thereon, and several Pieces of Land, Meadow and Pasture; with Liberty for the Lessor to take into his Possession five Fields, (demised) at any Time during the Term, giving six Months Notice; and if he does, then to abate Rent; with particular Covenants, (as in the Margin).

THIS Indenture, &c. [*As usual, to the Parcels, which are*] All that ^{The Pre-} Messuage or Tenement, commonly called or known by the Name of ^{misses.} the *Warren-House*, in — with the Barn, Stable, Out-houses and Yards thereto belonging; and all those Lands now used for the Warren Ground with the Messuage or Warren-house, and containing together — Acres, or thereabouts, Part whereof are lately fenced in, by and at the proper Charge of the said *A.* and also all those Grounds, now called Coney-hall Grounds, with all the Stock of Conies on the said several Grounds being; and also one Field or Close adjoining to the North and East-sides of the said House, containing by Estimation — Acres, be the same more or less, and two Pieces of Meadow adjoining, &c. [*And so several other Pieces were described*] All which said several Messuages or Tenements, Lands and Premises, lately were in the Tenure or Occupation of — and now of — and are situate, lying, &c. And also all the Conies, being as well in the aforesaid several Grounds, as also in a Wood, near adjoining to the said Premises, commonly called — Wood, in — aforesaid, with the Increase, Gains, Profits and Advantages, from Time to Time, arising, coming, growing and renewing, of, from and by the said Conies, in the said several Grounds, there to hay, hunt, ferret and pitch Nets, or otherwise to use for the most Advantage of the said *B.* his Executors, Administrators and Assigns, he and they doing or committing no Waste or Spoil, in, upon or to the said — Wood; together with the Chalk-Pit, being in Part of the Warren Grounds aforesaid; and all Ways, Passages, Commodities and Appurtenances to the said demised Premises, belonging or appertaining, (except Timber-Trees, and Liberty to fell and carry away, [*As usual*] And also except and reserved out of this present Demise, the Gravel-Pit in the Warren, Part of the said demised Premises, with free Liberty, Ingress, Egress, Regress, Way and Passage, at all Times for the said *A.* and his Heirs, and all his and their Tenants and Assigns, (and to and for *C.* and *D.* his Wife, and their Assigns, Tenants and Occupiers of their Lands, Tenements and Hereditaments in —, during the natural Life of the said *D.*) with Servants, Horses and Carriages, as well to dig and carry away Gravel out of the same, as also to dig and carry away Chalk out of the Chalk-Pit aforesaid in the said Premises: *To have* and to hold the said several Messuages or Tenements, Lands, Game of Conies, and all other the Premises before demised, with the Appurtenances, (except before excepted, and except the five Fields or Closes hereunder mentioned, Parcel of the said demised Premises) unto the said *B.* &c. for 14 Years. [*As usual*] And ^{And Habend' the said five Fields for the said Term, if the} *to have* and to hold all those the aforesaid five Fields or Closes, Par-
 Lessor thinks fit, and until six Months Warning for leaving the same.

Except a Gravel-Pit, and Liberty for the Lessor and Tenants to dig Gravel.

And likewise Chalk.

Habend' the Premises, except 5 Fields.

And Habend' the said five Fields for the said Term, if the

cel of the said demised Premises, and known or called by the Names of —, and three other Fields adjoining thereunto, and hereunder particularly described, unto the said *B.* his Executors, Administrators and Assigns, from the said Feast-day of, &c. for and during, and unto the full End and Term of the said fourteen Years, from thence next ensuing, and fully to be compleat and ended, or for such Part, and so long Time of the said Term, as the said *A.* his Heirs or Assigns shall think fit, and until six Months after Notice, given by him or them, to make void his the said *B.*'s Term therein, as hereunder is mentioned: *Yielding, &c. [As usual]* And also yielding and delivering unto the said *A.* his Heirs and Assigns, over and above the said Rent, twelve Couple of Rabbits yearly, when and in Manner as they shall be demanded: *Provided* always, that if it shall happen the said yearly Rent of — herein before reserved, and Increase of Rent, in case of Plowing, hereafter made payable; or if either of them shall be behind or unpaid in Part, &c. [*For Re-entry as Common*]: And the said *B.* &c. covenants to pay the Rent, [*As usual to the Words*] the said yearly Rent or Sum of — of lawful, &c. on the Days and Times, and in Manner as the same is before reserved and appointed to be paid by equal Portions; and also the said twelve Couple of Rabbits yearly, according to the Reservations thereof aforesaid: And also that he the said *B.* his, &c. or some of them, at his, &c. keep the said several Messuages or Tenements, Barns, Stables, and all other Houses, Erections and Buildings, now being, or which hereafter, during the said Term, shall be set or built, in or upon the said demised Premises, or any Part thereof, with all needful and necessary Reparations and Amendments whatsoever, when, where, and as often as Need shall be or require: And also shall and will well and sufficiently repair, amend, scour, cleanse and keep all the Hedges, Ditches, Pales, Rails, Gates, Stiles, Banks and Fences whatsoever, to all the said demised Premises belonging, or in any wise appertaining: And also from Time to Time, and at all Times hereafter, during the said Term, shall and will maintain and keep a good and sufficient Hedge and Ditch round the before-mentioned Wood, called — Wood: And the said Messuages or Tenements and Buildings, being so sufficiently repaired, upholden, sustained, amended, maintained and kept: And all the Hedges, Ditches, &c. being so repaired. [*To surrender as usual; add a Covenant to view as common*] And likewise, that he the said *B.* his, &c. shall and will, &c. to lay the Dung made on the Premises: And also, that if he the said *B.* his Executors, Administrators or Assigns, or any of them, shall in any one Year of the said Term hereby granted, plow, ear, break up, sow or convert into Tillage, above — Acres of Land of the said demised Premises; that then, and in such Case, he or they shall and will, for the then Residue of the said Term, well and truly pay, or cause to be paid, unto the said *A.* his Heirs and Assigns, as an Increase of Rent, and over and above the yearly Rent herein before reserved, the yearly Sum of 40 s. of full, &c. for every Acre, and, according to that Rate, for a greater or lesser Quantity than an Acre, which he or they shall in any one Year of the said Term plow, break up or convert into Tillage, of the said demised Premises, above the said yearly Quantity of — Acres thereof; the same to be paid at such Days and Times as the yearly Rent before reserved is appointed to be paid, according

Reddend'.
And also Rabbits
yearly, when de-
manded.

Proviso for Re-en-
try.

Covenant to pay the
Rent, and the Rab-
bits.

Covenant to repair.

The Lessee to make
a Hedge and Ditch
round the Wood.

Not to plow above
— Acres in a Year,
if does, to pay more
Rent.

to the true Meaning of these Presents: *And* further, that he the said *B.* his Executors, Administrators and Assigns, at every Plowing and Sowing any of the Lands hereby demised, with Intent to lay down for Pasture, or which he or they shall let lie for Pasture, he or they shall and will, upon laying down for Pasture, sow the same with Trefoil-Grafs, Cinque-Foil, Rye-Grafs, or some other like Grafs, according to the Nature of the Ground, the said *A.* his Heirs or Assigns, finding or paying for Half the Cinque-Foil Seed, so to be sown as aforesaid: *And* it is hereby mutually covenanted and agreed, by and between the said Parties, for themselves, their Executors and Administrators, that the said *B.* his Executors, Administrators and Assigns, at the End of the said Term, or other sooner Determination of this present Demise, shall leave upon the said Warren for the said *A.* his Heirs or Assigns, 2000 Conies for the Stock of the said Warren: *And* if, upon such Expiration of the said Term, or sooner Determination of these Presents, the Stock or Number of Conies shall not be adjudged, found or appraised to be 2000; that then he the said *B.* his Executors, Administrators and Assigns, shall and will pay, or cause to be paid, unto the said *A.* his Heirs, Executors or Assigns, after the Rate of 50*l.* of lawful, &c. for every 1000 of Conies, and proportionably, according to the said Rate, for any greater or lesser Number of Conies which shall be then wanting of the said 2000. *And* that if the said Stock shall be adjudged, found or appraised to exceed the said Number of 2000, then the said *A.* his Heirs, Executors or Assigns, shall and will pay to the said *B.* his Executors, Administrators or Assigns, the Sum of 40*l.* for every 1000 more than the said 2000, and according to that Rate for a greater or lesser Quantity above the said Number to be left as aforesaid: *And* the said *B.* for him, his Executors and Administrators, doth hereby covenant and agree to and with the said *A.* his Heirs and Assigns, that he the said *B.* his Executors or Administrators, shall not, &c. [*To assign the Lease without Consent*] *And* the said *A.* for him, &c. covenants, that he the said *A.* his Heirs and Assigns, shall and will, from Time to Time, at seasonable Times in the Year, as Necessity shall require, upon Request, allow and assign unto the said *B.* his Executors, Administrators and Assigns, rough Timber for the necessary Repairs of the Premises, and for Traps thereon; and also Hedge-boot, Stake-boot, Rail-boot, Gate-boot, Plow-boot and Cart-boot, if they may be found on the Premises, to be fetched and wrought at the Charge of the said *B.* his Executors and Administrators, and also convenient Browse for the Conies; and if the Refuse of the said Browse be not sufficient Firing, then the said *A.* his Heirs or Assigns, shall and will assign and allow to the said *B.* his Heirs, Administrators and Assigns, more and other Firewood, if it be to be had upon the Premises, to be spent thereon, and not elsewhere: *And* also that the said *B.* his Executors, Administrators and Assigns, shall have and take Gravel out of the Gravel-Pit, being in the Premises, to be spent upon the Premises, and not elsewhere. *Provided* always, and it is hereby declared and agreed to be the true Meaning of them the said Parties, and of these Presents, that if the said *A.*

then the Lessee to deliver up the same; in Consideration thereof the Lessor to abate Rent.

Covenant upon the Lessee's plowing Land for laying down for Pasture, he to sow the same with Trefoil, Cinque-foil, &c. the Lessor paying for Half the Seed.

The Lessee to leave a Stock of 2000 Conies, or pay for the same, in Proportion for what shall be wanting.

And if more than 2000, then the Lessor to pay.

The Lessor to assign rough Timber for Repairs; and also Hedge-boot, Stake, Rail, Gate, Plow and Cart Boot upon Request.

And the Overplus of the Browse to serve for Firing, if not, to be allowed.

The Lessee may dig Gravel to be used in the Premises.

Provided, &c. if the Lessor gives 6 Months Notice for taking into his Possession the 5 Fields;

his

Covenant
for En-
joyment.

his Heirs or Assigns, shall at any Time, during the Term aforesaid, be minded to take into his or their Possession the before-mentioned five Fields or Closes now lying to the Warren, Parcel of the Premises before demised, two whereof are called or known by the Names of — and —, and lie next the Lane leading to —, &c. [*Describe them how they lie*] which said five Fields or Closes, contain together about — Acres; and of such his or their Mind and Intention shall give or leave six Months Notice before-hand, unto or for the said B. his Executors, Administrators or Assigns, at the said demised Premises; that then, and in such Case, and from and after such six Months Notice so given or left as aforesaid, the Term hereby letten of and in the said five Fields or Closes shall cease and determine; and that then and thereupon the said A. his Heirs and Assigns, shall and may enter into and have, take and enjoy the same, for all the then Residue of the said Term hereby granted; and thereupon also the said B. his Executors and Assigns, shall and will deliver up the actual Possession thereof unto the said A. his Heirs and Assigns. In Consideration whereof, the said A. his Heirs and Assigns, shall and will, from and after the End of the said six Months Notice so given as aforesaid, for the then Residue of the said Term of fourteen Years, allow and abate unto the said B. his Executors and Assigns, — *l. per Ann.* out of the said yearly Rent herein before reserved, any thing in these Presents contained to the contrary notwithstanding. And lastly, the said A. for himself, &c. covenants, that he the said B. his Executors, Administrators and Assigns, duly paying the yearly Rents and Increase of Rent, before reserved and made payable, and performing and keeping the Covenants, &c. [*To enjoy as usual*]. *In Witness, &c.*

The following Memorandum was made to restrain the Lessor from taking the Fields into his Possession.

Memorandum, Before Sealing the within-written Indenture, the Lease, it is agreed between the Parties thereunto, that the said B. shall and may hold the five Closes within mentioned for the full Term of — Years within letten, subject to the Rent and Covenants within contained, without the said A. reserving to himself any Power to make void his Term therein, by the Proviso particularly for that Purpose within contained, and afterwards sealed and delivered (the Skins being stampd according to Act of Parliament) in the Presence of

Of a Copyhold Farm, (by Virtue of a Licence from the Lord of the Manor,) with Liberty for the Lessee to convert some Pieces of Land into a Warren; and if the Lessee do not convert the same again into Pasture within the first — Years, which he has Liberty to do, but not afterwards; he then to leave a sufficient Stock of Conies thereon, &c. with other Covenants, (as in the Margin).

THIS Indenture, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the yearly Rent, &c. hath demised, set, and to Farm letten, and by these Presents, by Virtue of a Licence in that Behalf from the Lord of the Manor of —, in the County of —, as to so much and such Part of the Premises hereafter mentioned as are Copyhold, and lying within the said Manor, doth demise, &c. all that his Messuage and Farm, called or known by the Name of —, with the several Pieces or Parcels of Arable, Meadow, Pasture and Moorish Ground thereunto belonging, containing together, by Estimation, — Acres, be the same more or less; and also all those his — Acres of Land, be the same more or less, lying near, &c. [*and so describe other Pieces*]. All which said Messuages, Farm, Lands and Premises are situate, &c. and were late in the Tenure, &c. together with all Edifices, Buildings, Barns, Stables, Outhouses, Yards, Orchards, Gardens, Feedings, Profits, Commodities and Appurtenances whatever, to the said Messuages, Lands and Premises, belonging or in any wise appertaining, except Trees, and Liberty to fell and carry away, [*as usual*]. And likewise the two Orchards, and the Moats that inclose the said Orchards, with Liberty for his and their Servants and Workmen to come as often as he or they shall think fit to cleanse and scour the said Moat, and the Ponds hereafter mentioned, and the Soil thereof to cast up, and lay upon the Banks thereof: And also except and reserved unto the said *A.* his Heirs and Assigns, the two Fish-Ponds which were lately made and dug by the said *A.* out of a Piece of Rush-Ground lying and running along the North Side of the Moat aforesaid, containing, by Estimation, about — Rods, be the same more or less, and the Banks, Bays and Sluices to the said Moat and Ponds belonging, and Liberty to dig Earth and Clay in and upon the Premises for the amending thereof; and all the Fish and Fishing of and in the said Moat and Ponds, and the two Slips of Ground thereunto adjoining; and also the full and sole Power of Fishing in the Stream called the —, running through Part of the said Premises; together with free Liberty of Ingress, Egress and Regress, Way and Passage to and from the before-excepted Premises, to and from the said *A.* his Heirs and Assigns, and his and their Friends, Servants and Family, from Time to Time, and at all Times for the Purposes aforesaid, as he, they, or any of them, shall think fit: *To have*, &c. the said Messuage, Lands and Premises, with all and singular

R r r r

the

Except two Orchards and Moat, and Liberty to cleanse the same, and to cast the Soil upon the Banks.

And except Fish-Ponds.

And Liberty to dig Earth and Clay for amending the same.

And sole Liberty of Fishing in a Stream.

And Liberty for Friends, Servants and Family, for the Purposes aforesaid.

Reddend^s less Rent
for the first — Years
than for the last —
Years.

And two Capons.

Covenant to pay the
Rent.

Proviso, that if up-
on Non-payment of
the said Rents, or
the further Rent,
in case the Lessee
plows, &c. to re-
enter, and after such
Re-entry, the Lease
to be void.

Not to lop Trees
not usually lopt,
nor do any Da-
mage, but to pre-
serve the said Trees.

Not to plow Mea-
dow or Pasture
without Consent,
upon Forfeiture of
paying more Rent.

the Appurtenances before demised, &c. for twenty-one Years: *Yielding* and paying therefore yearly and every Year, during the first two Years of the said Term, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of —, of lawful, &c. at the four usual Feasts, &c. *And yielding* and paying therefore yearly and every Year, for and during the last 19 Years of the said Term, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of 120 *l.* on the said four Feasts or Quarter-Days of Payment, above-mentioned, by equal Portions: *And* also yielding and delivering unto the said *A.* his Heirs and Assigns, two good fat Capons, or — *s.* in Lieu thereof at Christmas yearly, and every Year during the said Term: *And* the said *B.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid, the said yearly Rent or Sum of 103 *l.* for and during the first two Years of the said Term, and the said yearly Rent of 120 *l.* for the said remaining 19 Years thereof, and the said two good fat Capons, or the said — *s.* in lieu thereof, at Christmas yearly, as the same are respectively before hereby reserved, and made payable to the said *B.* his Heirs or Assigns, at the Days herein before limited and appointed for Payment thereof, according to the Reservations thereof aforesaid. *Provided* always, that if it shall happen the said yearly Rents of 103 *l.* or 120 *l.* before reserved, or the further Rent or Sum herein after made payable, in Case of Plowing, Breaking up, or Converting into Tillage any of the Meadow or Pasture Land belonging to the said Farm, without Licence in that Behalf, as herein after is mentioned; or either or any of the said Rent or Rents, or any Part of them, either or any of them shall be behind or unpaid, in Part or in all, by the Space of — Days, next after either of the said Feast-Days, or Times limited for Payment of the same: That then, and from thenceforth, it shall and may be lawful to and for the said *A.* his Heirs or Assigns, into the said demised Premises, or any Part thereof, in the Name of the Whole, to re-enter and the same to have again and repossess, as in his first Estate: And that from and after such Re-entry, this present Demise and Term thereby granted, shall cease and be void to all Intents and Purposes, any thing herein contained to the contrary notwithstanding: *And* the said *B.* &c. covenants to repair: *And* also that he the said *B.* his Executors or Administrators, shall not at any Time, during the said Term, lop, top or cut any Timber or young Spire-Trees, or other Trees on the said Premises, not heretofore lopt or topt, or which are not Pollards, on the Day of the Date of these Presents; nor make, do, or suffer to be done, any Hurt, Spoil or Destruction, of, in or to any of the Timber, or other Trees, Woods or Underwoods, now growing, or which, during the said Term, shall be growing in or upon the said Premises, but will at all Times preserve and cherish the same: *And* further, that if he the said *B.* his Executors, Administrators, Under-tenants or Assigns, shall or do, at any Time or Times, during the said Term, plow, sow, break up or convert into Tillage, any of the Meadow or Pasture-Grounds of or belonging to the said Farm and Premises hereby letten, or which are used as such at the Day of the Date hereof, without the Licence and Consent in that Behalf first had under the Hand of the said *A.* his Heirs or Assigns, that

that then, and in such Case, he the said *B.* his Executors, Administrators and Assigns, shall and will, from thenceforth, for and during the then Residue of the said Term hereby letten, well and truly pay, or cause to be paid, unto the said *A.* his Heirs and Assigns, over and above, and on the several Days on which the yearly Rents before reserved are made payable, and ought to be paid the further Sum of —*l.* per Ann. for every Acre, and proportionably for any greater or lesser Quantity than an Acre of the said Meadow or Pasture Ground, which he or they shall so plow, so break up, or convert into Tillage, without such Consent as aforesaid.

And the said *A.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, may, as often as Need shall require, take sufficient Hedge-boot from the Underwood and Pollards growing, and which shall be growing on the said Premises, for the immediate Use, Repairing and Amending the Hedges and Fences thereof, but not to be otherwise spent or used: And also, that he the said *A.* his Heirs and Assigns, shall and will, at his and their own Charge, within the first Year of the said Term hereby granted, put the said Messuages or Tenements, Barns and Buildings, in and upon the said Premises, in sufficient and tenantable Repair: And also, that he the said *A.* his Heirs and Assigns, shall and will deduct and allow unto the said *B.* his Executors, Administrators and Assigns, —*l.* out of the first Year's Rent, and —*l.* out of the fourth Year's Rent, which shall become and grow due for the said Premises, to be by him expended and laid out in Lime, for mending and improving the said hereby letten Premises, or some Part thereof; which said two several Sums of —*l.* the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *A.* his Heirs, Executors and Assigns, that he and they shall and will expend and lay out in Lime, and at his and their like Charge, fetch in and spread and lay the same upon the Lands hereby letten, or such Part thereof as he shall think most requires the same, for mending and improving thereof: And the said *A.* for himself, his Heirs and Assigns, doth further covenant, &c. that he the said *A.* his Heirs and Assigns, shall and will, from Time to Time, within — Days always after the Request of the said *B.* his Executors, Administrators and Assigns, in that Behalf, assign and allow to him and them necessary Gate-boot, Pale-boot and Stile-boot, for immediate Use, and to be spent and used in and about the said Premises only, but not otherwise or elsewhere: And further, that it shall and may be lawful to and for the said *B.* his Executors, Administrators or Assigns, at any Time within the first five Years of the said Term, hereby letten, to convert, make and use the several Pieces or Parcels of Land, of and belonging to the said Farm, herein after particularly mentioned, for and as a Coney-Warren for the then Remainder of of the said Term hereby granted, viz. all that Piece or Parcel of Pasture Land called —, containing — Acres, be the same more or less; and all the other Piece of arable Land called, &c. [And so describe the rest] or any of the said Pieces of Ground, so as he the said *B.* his Executors or Assigns, at his or their own proper Charge, upon such his or their making or converting the said several Pieces of Ground, or any of them, into or for a Warren, or using them as such, shall and do make and dig a sufficient Bank and Ditch, and sufficiently fence and inclose the same, and se-

The Lessor to allow Hedge-boot to be taken from Pollards.

And to put the Premises in Repair within the first Year.

And to allow Money out of the two Years Rent, to be laid out in Lime for amending the Premises.

To assign necessary Gate, Stile and Pale Boot, upon Request.

The Lessee may convert several Pieces of Land into a Warren.

cure the other Lands and Grounds, hereby demised, from Hurt or Spoil thereby, and so keep and maintain the Fence for the then Residue of the said Term, or for so long Time thereof as the same shall and ought to

The Lessee may afterwards, within — Years, turn the same into Pasture, or plow it.

The Lessee covenants in Consideration of the Liberty granted for converting the several Pieces of Land into a Warren, to inclose the same with a Ditch and Fence, and to maintain the same.

And if he should afterwards convert the same again into Pasture, then to lay down the same at his own Charge.

And to leave a sufficient Stock of Conies in the Warren.

Covenant to enjoy.

be continued a Warren, as hereafter is mentioned: *And* further, that the said *B.* his Executors, Administrators and Assigns, shall and may at any Time, during the first — Years of the said Term, but not afterwards, plow up, convert and use, all or any Part of the said Lands or Ground which he has Liberty to make and use for a Warren, as aforesaid, into Tillage, or to lay the same down for Pasture: *And* the said *B.* for himself, *&c.* covenants, that in Consideration of the Liberty granted as aforesaid, if he or they shall or do at any Time within the said first — Years of the said Term, convert, make or use the said several before-mentioned Pieces of Ground, or any of them, into or for a Warren: In such Case he and they, at his and their own proper Charges, will make and inclose the same, or so much thereof as he shall so use for a Warren, with a sufficient Bank and Ditch, and sufficiently inclose and secure the same, and maintain and preserve the said Fences or Inclosures, for so long Time of the said Term, as the same or any Part thereof shall be so used, and ought to be kept as a Warren, according to the true Meaning of these Presents: *And* that if the said *B.* his Executors, Administrators or Assigns, shall think fit at any Time, within the first 13 Years of the said Term, to convert again, and use all or any Part of the said Pieces of Ground, into and for Tillage or Pasture, then he and they will, at his and their own Charge, lay down the same for Tillage or Pasture in Husband-like manner: *And* at the Expiration of the said Term, or other sooner Determination of these Presents, which shall first happen, shall and will leave the said Grounds, or such Part thereof, as he or they shall so make into a Warren, and which, at the End of the said first 13 Years of the said Term, shall be used as such, and not for Tillage or Pasture sufficiently stock'd or stored with Conies for the Use and Benefit of the said *A.* his Heirs and Assigns: *And* lastly, the said *A.* for himself, his Heirs and Assigns, doth covenant, *&c.* that he the said *B.* his Executors, Administrators and Assigns, paying the said yearly Rents, and Increase of Rent, as the same are before respectively reserved and made payable, and well and truly observing, performing, *&c.* may quietly enjoy. *In Witness, &c.*

Of a Messuage and Ground, from a Lord of a Manor, for ninety-nine Years, if three Persons so long live, the Lessee to do Suit and Service, &c. and Covenant that the Lessor shall change a Life upon Request within the first seven Years.

THIS Indenture made, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, That as well for and in Consideration of the Surrendring and Giving up unto him the said *A.* of one Indenture of Lease, bearing Date, &c. made by —, and — to *C.* of, &c. (since then deceased) of the Messuage or Tenement, Land and Premises herein after demised, for the Term of ninety-nine Years, determinable upon the Death of the said *C.* *D.* and *B.* his Sons, whereof the said *C.* and *D.* are since deceased; and to the End the said Lease may be renewed unto and in the Name of the said *B.* Party to these Presents, eldest Son of the said *C.* deceased, as hereunder is mentioned: As also for and in Consideration of the Sum of — *l.* of lawful, &c. to him the said *A.* in Hand paid by the said *B.* at and before the Sealing and Delivery of these Presents; the Receipt whereof he doth hereby acknowledge; and thereof and of every Part and Parcel thereof, doth acquit and discharge the said *B.* his Executors, Administrators and Assigns, by these Presents: And in Consideration of the further Sum of — *l.* secured to be paid by the said *B.* to the said *A.* And in Consideration of the Rents and Services herein after reserved, and to be paid, done and performed, by and on the Part of the said *B.* his Executors, Administrators, and Assigns, he the said *A.* hath demised, granted, set, and to farm let; and by these Presents, doth, &c. unto the said *B.* his Executors, Administrators and Assigns, all that Tenement, &c. [*Describe it, and Lands belonging*]; together with all and singular Ways, Waters, Water-courses, Easements, Liberties, Profits and Commodities whatsoever unto the said Messuage, Tenements and Lands, belonging or therewith heretofore usually occupied or enjoyed, except Trees, and Liberty to fell and carry them away [*As usual*]; together with all Royalties and Privileges, of and belonging to the said *A.* his Heirs and Assigns, as Lord of the Manor of — and Liberty of Hawking, Hunting, Fishing and Fowling, in, upon or about the said demised Premises, with the Fowl and Fish, had and taken, in, upon, or about the same: *To have* and to hold the said Tenement, Messuage, Lands and Premises, with the Appurtenances, (except before excepted) unto the said *B.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during, and until the End and Term of 99 Years, now next ensuing, and fully to be compleat and ended, if the said *B.* *E.* his Wife, and *F.* Brother of the said *B.* or any of them, shall so long live: *Yielding* and paying therefore yearly, and every Year, during the said Term hereby granted, determinable as aforesaid unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of — *s.* of lawful, &c. at the two usual Feasts, &c. by even and equal Portions, or within — Days next ensuing, either of the said Feasts-Days, without any Deduction or Abatement, for or by Reason of any Taxes, Assessments, Leys, Gualds, Charges or other Payments, issuing out of, or charged, taxed or imposed, or to be charged, taxed or imposed upon the said Messuage and Premises, or any Part thereof, or the said *A.* his Heirs or Assigns, or the said *B.* his Executors, Administrators or Assigns, or any of them, in Respect thereof, by

Confide-
ration of
a Surren-
der of a
former
Lease.

And Con-
sideration
of a Sum
of Money
paid.

And of a
further
Sum se-
cured to
be paid.
And of
the Rents
and Ser-
vices.
Demise.

Except
Trees.
And Roy-
alties.
And
Hunting,
&c.
Habend'
for 99
Years, or
3 Lives.

Reddena'
Rent.

Free from
Taxes.

And doing Service
for one Day's Plow
and Team.

One Day's Harrow,
two Days Shearing.

Or Money in Lieu
thereof.

And paying three
Hens and one Ca-
pon yearly, or Mo-
ney in Lieu.

And doing Suit of
Court.

And doing Suit of
Miln, at the Lessor's
Mill.

Covenant to pay the
Rent, and do the
Services aforesaid.

The Lessee to pay
Taxes.

And the Lessee to
put the Premises
in Repair.

And to repair.

by Virtue of any Act of Parliament, or otherwise howsoever: *And also yielding* and doing, during the said Term yearly, unto the said *A.* his Heirs and Assigns, upon Demand thereof, one Day's Plowing for one Plow, and an able and sufficient Team, and one Day's Harrowing with one Harrow, and an able Horse, Mare or Gelding; and two Days Shearing with one able Person, otherwise at the Choice and Election of the said *A.* his Heirs and Assigns, in Lieu of the said 1 Day's Plowing, the yearly Sum of 2 *s.* of lawful, *&c.* And in Lieu of the said 1 Day's Harrowing, the yearly Sum of 8 *d.* of like lawful Money; and in Lieu of the said two Days Shearing, the yearly Sum of 10 *d.* of like lawful Money, upon Demand thereof yearly, during the said Term of ninety-nine Years, determinable as aforesaid. *And also yielding* and paying, during the said Term, determinable as aforesaid, three good boon Hens, and one good boon Capon, at the Feast-day of, *&c.* yearly, during the said Term, otherwise at the Choice and Election of the said *A.* his Heirs or Assigns, in Lieu and Satisfaction of the said 3 Hens, the yearly Sum of 12 *d.* And in Lieu and Satisfaction of the said Capon, the yearly Sum of 6 *d.* of like, *&c.* at the Feast-day, *&c.* yearly, during the said Term of 99 Years, determinable as aforesaid: *And also doing*, during all the said Term of Years, determinable as aforesaid, Suit of Court to the Court of the Manor of — aforesaid: *And also yielding* and doing, during the said Term of ninety-nine Years, determinable as aforesaid, Suit of Miln at the Mill of the said *A.* in — aforesaid; together with Toll for all such Corn and Grain, as shall be spent in the said Messuage, after the Rate of the 20th Part for Toll: *And* the said *B.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, *&c.* by these Presents, in Manner following; (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, or some of them, shall and will, during the said Term of ninety-nine Years hereby granted, determinable as aforesaid, yearly and every Year, truly pay, satisfy, do and perform, or cause to be paid, satisfied, done and performed, the said yearly Rent of — *l.* together with the Boons, Duties, Suits and Services, or Sums of Money in Lieu thereof, as the same are herein before severally reserved and payable, and to be paid, done and performed, without any Deduction or Abatement, for any Taxes, Charges or Payments, for or in Respect thereof as aforesaid: *And* also that he the said *B.* his Executors, Administrators and Assigns, at his and their own proper Costs and Charges, shall and will, at all Times hereafter, during the said Term of ninety-nine Years, determinable as aforesaid, pay and discharge all Assessments, Leys, Gualds, Taxes, Charges and Impositions whatsoever, which now are, and which at any Time hereafter, shall be taxed, charged, imposed upon, or to be paid for the said Premises, or any Part thereof, or upon the said *A.* his Heirs or Assigns, or the said *B.* his Executors, Administrators or Assigns, or any of them, for or in Respect thereof, by Act of Parliament, and otherwise howsoever; and free, clear and discharge the said *A.* his Heirs and Assigns, of, from and concerning the same: *And* also that he the said *B.* his Executors, Administrators and Assigns, or some of them, at his and their own proper Costs and Charges, shall and will put the said Messuage or Tenement in sufficient Reparation, at or immediately after the Commencement of his Estate hereby demised: *And* shall and will at his and their like Charges, well and sufficiently repair,

repair, support, &c. [*As a Common Covenant to repair in a Farm, only say after the Word (Term) determinable as aforesaid; and at last add as follows*]: And will then also deliver up this present Indenture of Lease to be cancelled. *Provided* always, that if it shall happen the said yearly Rent of — s. or any Part thereof to be behind and unpaid, by the Space of — Days, next after any of the said Days of Payment, whereon, &c. [*As Common*]: And the said *A.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, &c. as followeth; (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, paying, doing and performing the several yearly Rents, Boons, Duties, Services, and other the Covenants and Agreements herein before reserved and mentioned, by and on his and their Parts, to be paid, done and performed, shall or may from henceforth, peaceably and quietly, have, hold and enjoy the said Messuage or Tenement and Premises, with the Appurtenances herein before demised, (except as before excepted) during the said Term of ninety-nine Years, determinable as aforesaid, without any Let, &c. [*As common*]: And further, that he the said *A.* his Heirs or Assigns, or some of them, shall and will, at the Request, Costs and Charges of the said *B.* his Executors, Administrators or Assigns, at any Time within seven Years, now next ensuing, change a Life, and make a new Lease of all and every the said demised Premises unto the said *B.* his Executors, Administrators and Assigns, for the then Residue of the said Term of ninety-nine Years, determinable upon the Life of such Person, as shall be desired by the said *B.* to be inserted instead, and in the Room of any one of the Persons before mentioned; and upon the Life or Lives of the other or others of them, which shall be then living. *In Witness, &c.*

Proviso
for Re-
entry.

Covenant
for En-
joyment.

The Les-
see will
within the
first seven
Years
change a
Life upon
Request.

Another of a Messuage and Lands in Reversion, or to commence after the Death of a Person in Possession, for ninety-nine Years, if two Persons live so long; Covenant, that the Lessee shall do Suit and Service at a Manor-Court.

THIS Indenture made, &c. between *A.* &c. of the one Part, and *B.* of the other Part, *Witnesseth, &c.* (in Consideration of a Fine and of the Rent) doth demise unto the said *A.* all that Messuage or Tenement, &c. [*As usually described with several Pieces of Land*] And all Houses, Out-houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Curtilages, Lands, Tenements, Hereditaments and Appurtenances to the said Messuage or Tenement, and Premises, belonging or in any wise appertaining, (except Trees, and Liberty to fell and carry away) [*As usual*] To have and to hold the said Messuage or Tenement, Closets, Pieces or Parcels of Ground, Meadow and arable Lands, Tenements and Hereditaments, and all and singular other the Premises, herein before mentioned or intended to be hereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said *B.* her Executors, Administrators and Assigns, immediately from and after the Decease of *W.* of, &c. Widow, for and during the full Time and Term, and unto the full End and Term of fourscore and nineteen Years, from thence

Habenda.

next

next ensuing, and fully to be compleat and ended, if *C.* Son of the said *B.* and *D.* Grandson of the said *B.* or either of them, shall so long live: *Yield- ing* and paying therefore yearly and every Year, during the said Term unto the said *A.* his Heirs or Assigns, the Rent or Sum of — *l.* of lawful, &c. [As usual] The first Half-year's Rent to begin and become payable from the First of the said four Feast-days, which shall happen next after the Decease of the said *W.* and that free and clear, &c. (of all Taxes); and if it shall happen, that at any Time or Times hereafter, the said yearly Rent of — *s.* or any Part thereof to be behind, &c. [As in a Proviso for Re-entry]: And the said *B.* for herself, &c. covenants, that she the said *B.* her, &c. or some or one of them, shall and will from Time to Time, and at all Times hereafter, during the Continuance of the said Term hereby demised, well and truly pay, &c. [The Rent free of all Taxes; then follows a Covenant from *B.* to pay Taxes, and to indemnify *A.* therefrom; then a Covenant to repair; and a Covenant not to plow or break up any Meadow or Pasture without Licence, upon Forfeiture of paying more Rent; nor to assign the Lease, or let the Premises without Licence]: And furthermore, that the said *B.* her Executors, Administrators and Assigns, and every of them, shall and will, from Time to Time, and at all Times, during the Continuance of this present Demise, upon reasonable Notice or Warning, do such Suit and Service to the Court, to be from Time to Time held within, and for the Manor of — afore said, and stand to observe and keep all By-Laws and Orders, and pay all Penalties, Fines and Amerciaments, then and there, from Time to Time to be made, as the customary Tenants of the said Manor of — have usually done, or ought to do; and the said *A.* &c. covenants for peaceable Enjoyment. *In Witness, &c.*

Covenant
for the
Lessee to
do Suit
and Ser-
vice.

Of a Piscary or Fishing Place, and of a Messuage and some Ground belonging thereto, the Lessor holding by Lease for three Lives, therefore the Lease is recited; with a Proviso, that if the Lessor be minded to renew, and gives the Lessee Notice, then he shall surrender, the Lessor giving Bond to seal another Lease for the Remainder of the Term, and permit the Lessee to enjoy in the mean Time.

Recital
of the
Lease
from the
Lord of
the Ma-
nor for
Lives.

THIS Indenture made, &c. between *A.* of the one Part, and *B.* of the other Part: *Whereas* *C.* of, &c. by his Indenture of Lease, bearing Date, &c. for the Consideration therein mentioned, did or is therein mentioned, to demise, grant, set and to Farm let unto the said *A.* his Executors, Administrators and Assigns, all that Piscary, Water and Fishing, and all the Rods, Eyets and long Eyets thereunto belonging, lying and being within the River of *Tbames*, within the Parish of, &c. together with the Winch, and the Benefit thereof, standing in — Meadow; all which Premises then or late were in the Tenure, &c. And also all that Messuage, or Tenement, Backside and Garden, situate, &c. then or late in the Tenure &c. and all the arable Land, lying and being in — Field, or elsewhere to the said Messuage or Tenement, belonging or in any wise appertaining, and

and therewith then or lately used, letten or enjoyed; together with all Profits, Ways, Easements, Passages, Benefits and Advantages whatsoever to the before demised Premises, or any Part thereof, belonging or in any wise appertaining, (except Trees, &c. which should grow, during the Continuance in Force of that Demise, and Liberty to fell and carry away the same, [*As usual*]): And also except all Hares, Foxes, Pheasants, Partridges, Swans, and all other Game whatsoever, which at any Time hereafter, during the Force of the said Demise, should come or be upon the said Premises, with Liberty to or for him the said C. his Heirs or Assigns, with his and their Friends and Servants, Horses, Hawks, Hounds, Dogs and Guns, to come upon the same Premises, to hawk, hunt, chase, set, kill and take away the Game, there coming and being at his and their free Wills and Pleasures, other than the Fishing thereby before demised: *To have* and to hold the said thereby demised Premises, (except as before excepted) unto the said A. his Executors, Administrators and Assigns, from the Feast, &c. then last past, for and during, and unto the full End and Term of fourscore and nineteen Years, from thence next ensuing, and fully to be compleat and ended; if the said A. D. his Son, and E. of, &c. or any or either of them shall so long live, at and under a certain yearly Rent, payable as is therein mentioned, as in and by the said recited Indenture of Lease, Release, &c. Now this Indenture witnesseth, That the said A. for and in Consideration of the yearly Rent, &c. hath demised, &c. unto the said B. his Executors, Administrators and Assigns, all that the said Piscary, Water or Fishing, with the Rods, Eyets and long Eyets thereunto belonging; together with the Winch and Benefit thereof, standing in — Mead; and all that the said Messuage or Tenement in, &c. with the Backside and Garden, and all the arable Land in — Field, or elsewhere thereunto belonging, and all and singular other the Premises, with all Profits, Ways, Easements, Benefits and Advantages whatsoever thereunto belonging, in and by the said recited Indenture of Lease, demised or mentioned to be demised, (except and always reserved out of this present Demise, all and singular the Premises, in or by the said recited Indenture of Lease, mentioned to be excepted): *To have* and to hold the said Piscary, Fishing, Winch, Messuage or Tenement, Backside, Garden and Land, and all and singular other the Premises, with the Appurtenances, and every Part and Parcel thereof, (except as in the said recited Lease, and herein is excepted) unto the said B. his Executors, Administrators and Assigns, from the first Day of — last past, before the Date hereof, for and during, and unto the full End and Term of twenty-one Years, from thence next ensuing, and fully to be compleat and ended, if the said A. and D. his Son, his or either of them shall so long live: *Yielding* and paying therefore yearly and every Year, during the Continuance in Force of this present Demise, unto the said A. his Executors, Administrators or Assigns, at or in the Dwelling-house of the said A. his Executors, Administrators or Assigns, for the Time being, the yearly Rent or Sum of — l. of lawful, &c. on the first Day of — and the first Day of — in every Year, by even Portions: *And yielding* and delivering unto the said A. his Executors, Administrators or Assigns, free of all Charges, at the Place aforesaid, yearly and eve-

S s s s

Exceptions therein,
viz. of Trees.

And also all Hares,
Foxes, Pheasants,
&c. and other Game,
and Liberty for him-
self and Friends,
&c. with Dogs, &c.
to hunt and carry
away.

Habend' for ninety-
nine Years, or three
Lives.

Now this Indenture,
&c. Demise the Pre-
mises.

Except as aforesaid.

Habend' for twenty-
one Years, if the
three Persons above
live so long.

Reddend' Rent.

And *Reddend'* Fish
or Money in Lieu
thereof.

ry

ry Year, during the Continuance of this present Demise, two Dozen of the largest and best Sort of Perch, and two good middle sized Jacks or Pikes, on the first Day of — in every Year, or otherwise at the Choice and Election of the said *A.* his Executors, Administrators or Assigns, in Lieu and Satisfaction of the said Fish, the Sum of 10 s. over and above the Rent, which will become due and payable on the said first Day of — in every Year, during the said Term: *And also yielding* and delivering unto the said *A.* his Executors, Administrators or Assigns, free from all Charges, at the Place aforesaid, yearly and every Year, during the Continuance of this present Demise, one fat Turkey of the largest Size, and one large and fat Chine of Bacon, on the 25th Day of *Dec.* in every Year; or otherwise at the Choice and Election of the said *A.* his Executors, Administrators or Assigns, in Lieu and Satisfaction of the said Turkey and Chine, the Sum of 10 s. over and above the Rent, which will become due and payable on the said first Day of — in every Year, during the said Term: *And* the said *B.* for himself, *&c.* covenants with the said *A.* his Executors, Administrators and Assigns, by these Presents, in Manner following; (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, shall and will, well and truly pay and deliver, or cause to be paid and delivered, the aforesaid yearly Rent of — *l.* and other the Reservations aforesaid, as the same shall become due, and ought to be paid unto the said *A.* his Executors, Administrators or Assigns, at the Place, and on the Days and Times of Payment before limited, and in such Manner and Form, as the same are herein before reserved, according to the true Meaning of these Presents: *And* also shall and will well and sufficiently repair, amend, uphold, support, cleanse, sustain, maintain and keep the before demised Winch, Messuage or Tenement, Barn and Stables, and all other Houses, Out-houses, Edifices and Buildings thereunto belonging, in, by and with all convenient, needful and necessary Reparations, Supportations, Cleansings and Amendments whatsoever, when, where, *&c.* And also shall and will well and sufficiently repair, hedge, ditch, fence, cleanse, scour and amend all and singular the Hedges, Ditches, Fences and Mounds, of and belonging to the before demised Premises, with the Appurtenances, and every Part thereof, when and as often as Occasion shall require: And the said Winch, Messuage or Tenement, Barns, *&c.* so well and sufficiently repaired, amended, *&c.* in, by and with all needful, *&c.* and the Hedges, Ditches, *&c.* being so well and sufficiently, *&c.* [*As before*] at the End and Expiration, Forfeiture, or other sooner Determination of this present Lease, shall and will quietly and peaceably leave, surrender and yield up unto the said *A.* his Executors, Administrators and Assigns; and the said *B.* for himself, *&c.* covenants, not to let or assign the Premises without Licence: *And* the said *A.* for himself, *&c.* covenants, that it shall and may be lawful to and for the said *B.* his Executors, Administrators and Assigns, during the Continuance in Force of this present Demise, to cut and take sufficient rough Timber, growing in or upon the said Premises, at seasonable Times in the Year, (if the same be there to be had) for repairing the said Messuage or Tenement, and all other the said demised Premises, to be spent and employed, in or upon the said demised Premises, and not elsewhere, and without committing any Manner of Waste or Spoil: *And* that he the said *B.* his Executors, Administrators and Assigns, paying the Rent, and performing the Covenants herein before mentioned, on his and their Parts and Behalves, to be paid and performed, shall and may, during the Force and Continuance of this present Lease, peaceably and quietly have, hold, *&c.* without the lawful Let, Trouble, Molestation or Interrup-

And Red-
dend Fowl
and Chine
of Bacon,
or Money
in Lieu.

Covenant
to pay
the Rent.

Covenant
to repair.

The Les-
see may
take
rough
Timber
for Re-
pairs.

Covenant
for En-
joyment.

tion of the said *A.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, lawfully claiming, by, from or under him or them, or by his or their Act, Means, Assent, Consent, Title, Default or Procurement. *Provided* always, that if it shall happen the said yearly Rent of — *l.* or any Part thereof to be behind, &c. [*As common, to re-enter*]. *Provided lastly*, and it is concluded and agreed upon by and between the said Parties to these Presents, that if the said *A.* his Executors, Administrators or Assigns, shall during the Continuance of this present Demise, be minded to surrender his or their Lease or Estate, of and in the said Premises hereby demised to the said *C.* his Heirs or Assigns, to the Intent to take a new Lease of the said Premises, and of such his or their Mind, shall give or leave Notice in Writing, under his and their Hands, at the said hereby demised Messuage or Tenement, unto and for the said *B.* his Executors, Administrators or Assigns; and do then also seal, execute and deliver unto and to the Use of the said *B.* his Executors, Administrators or Assigns, in the Presence of two credible Witnesses, a Bond or Obligation, in a Penalty of double the Value of the Term of Years, which shall then be to come and unexpired of this Demise, to be conditioned; that he or they, shall and will within three Months then next following, take a new Lease of the said Premises from the said *C.* his Heirs or Assigns: And also within twenty-one Days next after such Lease shall be taken of the said demised Premises from the said *C.* his Heirs or Assigns, shall make, seal and deliver, in the Presence of two credible Witnesses, a new Lease of the said demised Premises, unto the said *B.* his Executors, Administrators or Assigns, for so long Time, as at the Time of granting such new Lease unto the said *B.* his Executors, Administrators or Assigns, shall be to come and unexpired, of the Term of Years hereby demised, for the yearly Rent above reserved, and under the like Covenants and Reservations, (*mutatis mutandis*) as are mentioned and contained in these Presents: And also that the said *B.* his Executors, Administrators and Assigns, shall and may in the mean Time, quietly and peaceably enjoy the said Premises, until the same new Lease shall be made, sealed and delivered as aforesaid, according to the true Meaning of these Presents; that then, and from and after such Notice so given or left as aforesaid, and the said Bond so sealed and delivered by the said *A.* his Executors, Administrators or Assigns, unto the said *B.* his Executors, Administrators or Assigns, as aforesaid, this present Indenture of Lease; and all Things herein contained shall cease, determine and become utterly void, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

Proviso for Re-entry.

Proviso, that if the Lessor gives Notice to the Lessee to surrender, in order for the Lessor to renew, that then he shall, the Lessor giving a Bond to seal another Lease, for the Remainder of the Term; and the Lessee in the mean Time to hold the Premises.

- Of a Messuage, Barns, &c. and several Pieces of Land, Meadow, Pasture and Wood; and of Quit-Rents, Waifs and Strays, as the Lessor being Lord of the Manor for a Term of Years certain; and of several Fields which are Copyhold for one Year, and after that another Year, and so from Year to Year for the same Term as the other. If, by the Custom of the Manor, the said Fields can be let after that Manner; if not, then the Lessee to hold them at Will only: Rendring a different Rent for the Freehold and Copyhold; with divers particular Covenants (as in the Margin).

Demise
of Mes-
suages,
Barns,
&c.

THIS Indenture, &c. between *A.* of the one Part, and *B.* of the other Part, *Witnesseth*, That the said *A.* for and in Consideration of the Rents, &c. hath demised, &c. unto the said *B.* all that Messuage, Tenement or Farm, situate, &c. commonly called or known by the Name of — Farm, with all and singular Out-houses, Barns, Stables, Yards, Gardens and Orchards, thereto belonging or appertaining, with their and every of their Appurtenances, containing together, by Estimation, — Acres, be the same more or less; and also all that Piece of Meadow, &c. [*And so describe several other Pieces of Land*]; together with all the Ways, Passages, Easements, Water-courses, Profits and Commodities to the said Farm, and Premises belonging or appertaining; which said Premises formerly were in the Possession or Occupation of —, or his As-

And also Quit-
Rents, Waifs and
Strays, as the Les-
sor being Lord of
the Manor.

signs, and are now in the Occupation of the said *B.* together also with all Quint-Rents, Waifs and Strays, which now are, or which shall at any Time hereafter grow due or payable, or of Right belonging to the said *A.* his Heirs or Assigns, for or in Respect of, or which shall be found or taken within the Manor of —, whereof the said

Except Trees and
Pollards.

A. is Lord, during the said Term, except and always reserved to the said *A.* his Heirs and Assigns, out of this present Demise, all manner of Timber-Trees and other Trees, Pollards and young Trees likely to prove Timber-Trees, now standing, springing, growing or being, or that hereafter, during the Term hereby granted, shall stand, spring, grow or be, in and upon the demised Premises, or any Part or Parcel thereof; and likewise sufficient Standels or Standards on every Acre of the said Wood-Ground, according to the Acts of Parliament in that Behalf: Together with free Liberty of Ingress, Egress and Regress, at all seasonable Times, during the said Term, to and for the said *A.* his Heirs and Assigns, with Workmen, Horses and Carts, into and out of the said Premises, to cut down, fell and carry away such and so much of the said excepted Timber and Trees, as he or they shall think fit, so as sufficient shall be left for firing Hedge-boot, Stake-boot, Stile-boot and Gate-boot, during the said Term: *To have* and to hold the aforesaid Messuage, Tenement and Farm, and all and every other the Premises hereby demised, with their

And likewise Stan-
dels, according to
Act of Parliament.

Liberty to fell and
carry away, so as
sufficient be left for
Fire-boot, Hedge-
boot, &c.

Habund for twenty-
one Years.

their and every of their Appurtenances, (except as is before excepted) unto the said *B.* &c. [*As usual*] for 21 Years: *Yielding and* *Reddend.*
and paying therefore yearly, &c. 113*l.* quarterly [*As common*]:

And the said *A.* for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said *B.* his Executors and Administrators, that he the said *B.* his Executors, Administrators and Assigns, shall and may lawfully, peaceably and quietly, have, hold, occupy, possess and enjoy, the several Parcels of Copyhold Land called —, containing, by Estimation, — Acres, be the same more or less, and the Field called —, containing, &c. and one other Field called, &c. adjoining to and usually occupied with the Premises hereby demised, from the said Feast-day of, &c. last past, before the Date hereof, for and during the Term of one Year; and that, after the End thereof, he and they shall and may hold the same for one Year more, and so from Year to Year, until the Term of 21 Years shall fully be compleat and ended; if, by the Custom of the Manor whereof they are holden, the same may be so demised, without any Forfeiture or Prejudice of, to or by the said *A.* his Heirs or Assigns; otherwise he and they are to hold the same at the Will only of the said *A.* his Heirs and Assigns, at and under the further yearly Rent of 7*l.* of lawful, &c. to be paid at the several Days and Times, and in such Manner as the other Rent hereby reserved is made payable: And the said *B.* for himself, &c. covenants with the said *A.* his Heirs, Executors and Assigns, by these Presents, in Manner and Form following, (*that is to say*) That he the said *B.* his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, the said several yearly Rents of —*l.* and 7*l.* from Time to Time, during the said Term, as the said Rents are herein before reserved and payable, and at the said Feast-days of Payment thereof before-mentioned. *Provided* always, and upon this Condition, that if the said yearly Rents of —*l.* and 7*l.* or either of them, shall happen to be behind, or unpaid in Part or in all, &c. [*As common for Re-entry*]: And the said *B.* for himself, &c. covenants to repair [*As common, or as in 655, where it is said* (rough Timber only excepted) *which is here to be so*]: And moreover, if he the said *B.* his Executors, Administrators or Assigns, do and shall, at any Time hereafter, during the Continuance of this Lease, dig, plow, break up or convert into Tillage, any of the Fields or Meadows called —, or any Part of them, or any of them, except it be for the stocking up, or digging up any Bushes that are or shall grow on the said Premises, or any Part thereof by the Hedge-side, without the Licence or Consent in Writing of him the said *A.* his Heirs or Assigns, thereunto first had and obtained, under his or their Hands and Seals, that then he the said *B.* his Executors, Administrators and Assigns, shall and will yearly afterwards, during the Continuance of this present Lease, at the Feast-days whereon the said yearly Rents are reserved, to be paid as aforesaid, by even and equal Portions, well and truly pay, or cause to be paid, unto the said *A.* his Heirs or Assigns, the full Sum of —*s.* of lawful, &c. for every Rod or Pole of such of the Meadow or Fields aforesaid, that he or they shall so break up, dig up, or convert into Tillage, as aforesaid, and after the same Rate for every lesser Quantity than an Acre, over and above the said yearly Rents, hereby
above

Covenant from the Lessor, to enjoy some Copyhold Fields for one Year, and after that for another Year, and so from Year to Year, for the Term above, if the same can be so demised by the Custom of the Manor; if not, then to hold them at Will only.

Covenant to pay the Rents.

Proviso for Re-entry.

Covenant to repair.

Covenant, if the Lessee plows or breaks up some particular Fields or Meadow, (except it be for stocking or digging up any Bushes) without Licence, then to pay more Rent.

And in case the Lessor shall give Leave, then the Lessee to lay down for Pasture so much of the arable Land that then shall be Tillage.

The Lessee to in-barn all Corn and Grain.

And all Straw and Stover, except Wheat-Straw and Hay, to eat out and spend on the Premises.

Not to sell or carry away any.

And if he does, then to lay a Load of Dung, or pay—s. in Lieu thereof.

To lay all the Dung, Straw, &c. aforesaid, and all the Compost, &c. yearly on the Premises.

And to lay out a Sum of Money in Dung, to be brought from London.

To pay all Town-Rates, Taxes and Duties.

And also Quit-Rents to grow due for the Copyhold Fields.

Taxes charged by Parliament on the Landlord, excepted.

Covenant to view.

The Lessor may come upon the Lands, which shall lie for Fallow, to manure the same, before the End of the Term.

above reserved: *And* that in case the said *A.* his Heirs or Assigns, shall at any Time hereafter give Leave to him the said *B.* his Executors or Assigns, to break up any of the Pastures or Lay-grounds hereby above demised, that then he the said *B.* his Executors or Administrators, shall and will lay down for Pasture so much of the Arable Land that shall then be in Tillage, as such Pasture or Lay-ground, so as aforesaid licensed to be broken up, shall ratably for Quantity of Acres amount unto: *And* also that he the said *B.* his Executors and Administrators, shall and will yearly, during the Continuance of this Lease, inn and inbarn all the Corn and Grain that shall grow upon the demised Premises, in the Barns and Out-houses belonging to the said demised Premises, or on some other Part of the said Premises, and not in any other Place: *And* all the Straw and Stover, excepting the Hay and Wheat-Straw, that shall grow or arise during the said Term hereby granted upon the said demised Premises, shall and will yearly eat out and spend with Cattle, upon the said Premises, and not elsewhere: *And* shall not sell or carry away from the same Premises any such Straw or Stover: *And* if at any Time or Times, during the said Term, he or they, contrary to the Covenants aforesaid, shall sell, carry away or dispose of any Part thereof, other than Wheat, Straw and Hay, that then for every Load of Straw which he or they shall sell or carry off, or from the Premises, during the said Term, other than the Wheat, Straw and Hay, he the said *B.* his Executors or Administrators, shall and will bring and lay upon the Premises a Load of Dung, or will forfeit and pay — s. in lieu thereof: *And* also that he the said *B.* his Executors, Administrators and Assigns, shall and will yearly, during the said Term, expend and lay all the Straw, Stover, Marl and Dung aforesaid, and also all other the Compost, Dung, Muck, Marl or Soil upon the same Premises, made or arising yearly, and every Year, during the Continuance of his present Lease: *And* shall and will lay out the Sum of — l. in the buying of Dung to be laid upon the Premises, or bring from London and lay thereon — Loads of good Dung, all which shall be carried into and laid and spread upon the Lands where most Need shall be or require for the bettering thereof, and not used elsewhere, not otherwise: *And* the said *B.* for himself, &c. doth hereby further covenant, &c. that the said *B.* shall and will yearly, during the Continuance of this present Lease, pay and discharge all such Town-Rates, Taxes and Duties which shall become and grow due to be paid for and in Respect of the said yearly Premises: *And* also the Quit-Rents which shall grow due for the said Copyhold Fields during the said Term, all such Taxes which are or shall be charged or imposed on the Landlord of the Premises in respect thereof, by Act or Acts of Parliament only excepted: *And* also that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, with Workmen, &c. there to view, search and see the State of the Reparations of the said Messuages or Tenements, Barns, Stables, Out-houses and Buildings, Hedges, Fences and Premises herein before-mentioned; and also of the Bridges, Gates and Stiles belonging to the same, and of all Defects, &c. [*As usual*]: *And* also that it shall and may be lawful to and for the said *A.* his Heirs or Assigns, upon the Feast of the Annunciation, which shall be in the last Year of the Term hereby demised, or at any Time after, or other sooner

fooner Determination of these Presents, to enter upon the said arable Lands hereby demised, that in such Year shall lie for fallow, and the same to till, sow, manure, carry and lay Dung or Compost unto, in and upon the same: *And* also shall have Liberty to have and enjoy sufficient and convenient Lodging and House-room for one Person, if Need shall require, during the last Half-year of the said Term, and also Stable-room for one Team of Horses, and Yard-room, with free Ingress, Egress and Regress, for himself and his and their Servants or Assigns, or any of them, into, through and from the same, with Carts and Horses, without any manner of Let, Suit, Trouble, Contradiction, Denial or Molestation of him the said *B.* his Executors, Administrators or Assigns, and without the Extinguishment of the Rent or Rents hereby reserved, or any Part thereof: *And* also that he the said *B.* his Executors, Administrators and Assigns, shall and will keep and preserve the said Woods, and all Timber-Trees therein and elsewhere on the said Premises, and all young Trees, Standels or Storers, standing or which shall be standing or growing on the said Premises, from Spoil and Destruction, at all Times during the said Term: *And* will not at any Time lop or top any Trees now growing, or which during the said Term shall be growing on the said Premises, which have not been usually lopt or topt, nor any young Spire-Trees, nor do or commit any Waste or Spoil in or upon the said Premises: *And* that he the said *B.* his Executors, Administrators or Assigns, will not fell or cut the said Wood, but at such Times and of such Growth, according as the Act or Acts of Parliament direct and appoint in that Behalf, which is hereby declared to be lawful for him and them, from Time to Time, to do, and will leave such Standels or Storers in every Acre thereof, and fence and inclose the same for the Preservation thereof from Damage, as in the said Act or Acts of Parliament is also provided and directed: *And* also that the said *B.* his Executors, Administrators or Assigns, will not fell, cut down, exchange, barter away, sell, use or dispose of any of the Wood or Lopwood, growing or which shall be growing upon any other Part of the said Premises, besides the Wood-grounds aforesaid during the said Term; nor any Wood which shall be taken or cut at any Time, for the making of any of the Fences belonging to the said Premises, except what shall be necessary for Firing to be used on the Premises, and not elsewhere: *And* the said *A.* for himself, &c. covenants, by these Presents, in manner following, (*that is to say*) That if, at the Expiration of the said Term hereby granted, the said Parcel of Wood-ground called —, shall be of the Growth of — Years or more, and not misused by him or them, or any of them, or by any other Person or Persons, by his or their Means, Consent or Procurement, but preserved and kept from Waste, Spoil or Destruction, according to the true Meaning of these Presents; and that the said *B.* his Executors, Administrators or Assigns, shall not then take a further Lease or Term of Years of and in the said Premises: That in such Case, but not otherwise, the said *A.* his Heirs or Assigns, shall and will, at the Expiration of the said Term hereby granted, allow unto the said *B.* his Executors, Administrators or Assigns — *l.* out of the last Half-year's Rent, which shall grow due and payable

And shall have convenient Lodging for one Man and one Team of Horses, and Yard-room.

Without Extinguishment of Rent.

The Lessee to preserve the Woods, and all Timber-Trees therein.

Not to lop young Spire-Trees.

Nor to fell or cut the Wood, but at such Times and Growth, as the Act of Parliament directs.

And leave Standards and Storers.

Not to fell, cut or barter away, sell, use or dispose of any Lopwood, besides the Wood-Grounds aforesaid, except for Firing to be used on the Premises, and not elsewhere.

The Lessor covenants, that if the Wood-Ground shall be left at the End of the Term of so many Years Growth, and not misused, &c. to abate and allow to the Lessee a Sum of Money out of the last Half-year's Rent.

The Lessor to allow upon Request rough Timber for Repairs.

And necessary Gate, Stile, Hedge, Rail and Fire Boot, to be used on the Premises.

And may take — Loads of Blocks of the doting and hollow Trees.

And if, upon Request, the Timber and Firing shall not be allowed by the Space of — Months, then the Lessee to take it.

Covenant for Enjoyment.

The Lessee to have the Use of the Barns and Lodging for himself and Servants, &c. for a Month after the Term, to make off his last Year's Crop.

The Lessee covenants to lay out a Sum of Money yearly in Dung, to be brought from London, to lay upon the Premises.

able for the said Premises as aforesaid, and permit and suffer him and them to stop and detain the said — *l.* out of the said last Half-year's Rent, in his and their Hands: *And* further, that he the said *A.* his Heirs or Assigns, shall and will, during the Continuance of this present Lease, upon every Request made to him by the said *B.* his Executors or Assigns, assign, allow, provide and appoint to him or them, competent rough Timber, for the necessary repairing the said Premises, if the same may or can be had upon the said Premises, to be carted home by the said *B.* his Executors or Assigns, or, for Want thereof, will provide the same within 7 Miles Distance from the said Premises, to be by him and them, at his and their own Charge, so carted home, as aforesaid: *And* also, upon every such Request, shall and will, from Time to Time, allow, assign and appoint, to him or them upon the said Premises, if the same may be there had, competent and necessary Gate-boot, Stile-boot, Hedge-boot, Rail-boot and Fire-boot, to be used only upon the said Premises, but not elsewhere: *And* that it shall and may be lawful to and for the said *B.* his Executors or Assigns, yearly and every Year, during the said Term, to take three Loads of Blocks, or 300 Blocks by Assignment, from the said *A.* his Heirs or Assigns, of the old Doting and Hollow Trees, and out of the old Offal-Wood arising out of the new Making or Mending of the Hedges or Fences belonging to the said demised Premises, to be there burnt and spent in a frugal Manner, and not in or at any other Place: *And* if it shall happen that the said *A.* his Heirs and Assigns, shall not allow and assign unto the said *B.* his Executors, Administrators or Assigns, sufficient Timber for Repairs, nor Wood for Firing, within three Months after Request, to be made by the said *B.* his Executors or Administrators in Writing in that Behalf; that then, and in such Case, the said *B.* his Executors and Administrators, shall have Liberty to take the same off the Premises, where it can be most conveniently spared without Hurt and Damage to the Premises, according to the true Intent and Meaning of these Presents: *And* that it shall and may be lawful to and for the said *B.* his Executors, Administrators and Assigns, well and truly paying the said yearly Rents above reserved and Penalties above mentioned, in Case any of them shall happen to become due, and performing all and singular the Covenants and Agreements in these Presents mentioned and contained, which on his and their Parts, &c. [*as usual*] to enjoy: *And* that it shall and may be lawful to and for him the said *B.* his Executors and Administrators, to have the Liberty and Use of the two Barns, and convenient House-room, Lodgings for himself and Servants, sufficient Yard-room, and Stable-room, and also Half the Cow-house, from the Expiration of the said Term hereby demised, until a Month after the Feast of the Annunciation, &c. then next following, to make off his last Year's Crop: *And* lastly, the said *B.* for himself, &c. covenants, in Manner following, (*that is to say*) That he the said *B.* his Executors, Administrators or Assigns, shall and will, yearly and every Year, during the said Term, lay out the said Sum of 5 *l.* agreed to be allowed, as aforesaid, in Dung, or lay on — good Cart-loads of Dung from London, over and above what shall be made upon the Premises, and shall and will bring the same, and spread and

and lay it on the Premises, for the Bettering thereof: *And* also shall and will twice in every Year, yearly, during the said Term hereby demised, in Consideration of the said Quit-Rents, Waifs and Strays to him granted as aforesaid, find and provide, at his own proper Costs and Charges, one or two good and handsome Dinners, with Bread, Beer and Ale, for the Steward, Jury and Tenants of the said Manor of ———, whereof the said *A.* is Lord, and for all such other Persons as shall have Business and Occasion to attend the said Court, at such Times and Seasons as the said *A.* his Heirs or Assigns, or the Steward of the said Manor shall think fit and appoint: *And* that he or they shall and will, for and during all the last ——— Years of the said Term hereby granted, in Husband-like Manner lay down and keep for Pasture the aforesaid two Closes or Parcels of Land, called ———, and ———, containing together, by Estimation, ——— Acres, be the same more or less; and shall and will, six Months before the End of the said Term, lay down, or cause to be laid down for Fallow ——— Acres, at the least, of the Lands hereby demised, and that the same shall be within and Part of but two of the Fields or Pieces of Pasture hereby demised, and of no more or other Ground: And it is agreed and declared by the said Parties, that the said two Copyhold Fields called ———, and ———, shall not be laid down for Fallow for or as any Part of the said ——— Acres. *In Witness, &c.*

And twice a Year to find two handsome Dinners for the Steward and Jurymen, &c. in Consideration of the Quit-Rents, Waifs and Strays.

And in the last Year of the Term to lay down for Pasture several Pieces of Land.

And also the Copyhold Fields to lay down for Fallow.

Lease of Copyhold Lands for a Term of Years, and, after the Expiration thereof, for ——— Years more; with Covenants for the Lessee's purchasing the Premises when the Lessor's Son comes of Age, he having the Reversion of the same: And after such Purchase, this Term to cease, &c.

THIS Indenture, &c. between *A.* and *B.* Whereas the said *A.* is Tenant for the Term of her natural Life, of and in the Premises hereunder mentioned, being Copyhold, the Reversion or Remainder whereof, expectant upon her Death, is belonging unto the right Heirs of *C. A.* deceased, late Husband of the said *A.* *And* whereas the said *A.* and *B.* have mutually agreed, and do hereby agree for the absolute Sale and Purchase of the said Premises, unto and by the said *B.* for the Sum of — *l.* within two Months next after *D. A.* a Minor, Son of the said *A.* and eldest Son and Heir of the said *A.* hath attained his Age of 21 Years, as hereunder is mentioned; and that the said *B.* his Executors and Assigns, are to hold and enjoy the said Premises, as hereunder is also mentioned; at and for the yearly Rent of ——— *l. per Ann.* to be paid Half-yearly. *Now this Indenture witnesseth,* That as well in Pursuance of the said Agreement, as of the Rent and Covenants herein after reserved and contained, by and on the Part and Behalf of the

Recite that the Lessor is Tenant for Life, and after her Decease to the right Heirs of her Husband.

Recite that the Lessor and Lessee have agreed for the Purchase of the Premises, after the Lessor's Son in Law attains his Age, and the Lessee, in the mean Time, to enjoy the Premises.

Now, &c.

T t t t

said

said *B.* his Executors, Administrators and Assigns, to be paid and performed, she the said *A.* hath demised, granted, and to Farm letten, and by, &c. doth demise, &c. unto the said *B.* all that Copyhold Messuage or Tenement; and also all those several Pieces or Parcels of Land, Arable, Meadow and Pasture Ground to the said Messuage belonging, being also Copyhold, containing together, by Estimation, &c. which said Premises abut, &c. which Premises are now in the Possession of ——— which said Messuage and Premises are situate, &c. And also all Barns, Stables, Out-houses, Orchards, Gardens, Yards, Backsides, Ways, Passages, Commodities, Advantages and Appurtenances whatsoever to the said Premises belonging, or in any wise appertaining or used or enjoyed therewith: *To have*
Habend' for three and to hold the said Messuage or Tenement, Lands, and all and
Years, afterwards singular other the Premises, with the Appurtenances, unto the said
for two Years more. *B.* his Executors, Administrators and Assigns, from the Feast, &c.
 for and during, and unto the full End and Term of three Years, and from and after the Expiration of the said three Years, for the further Term of two Years more, and fully to be compleat and ended:
Reddend' free of all *Yielding* and paying therefore yearly, and every Year, during the
Taxes. said Term, the yearly Rent or Sum of — *l.* of lawful, &c. on, &c. [*As usual*] free and clear, and without any Deduction, for any Manner of Taxes, Assessments, Impositions, Quit-Rents or other Abatements whatever: *And* the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* and to and with such Person or Persons, to whom the next and immediate Reversion or Remainder of the said Premises shall belong or appertain, and every of them, by these Presents, as followeth, (*that is to say*) That he the said *B.* his Executors, Administrators and Assigns, shall and will, yearly, and every Year, during the said Term hereby letten, well and truly pay, or cause, &c. unto the said *A.* and to such Person or Persons to whom, &c. [*As before*] at — the said yearly Rent of — of full, &c. on the said two Feast-days above-mentioned, without any Deduction for, &c. [*As above*] according to the Reservation thereof aforesaid: *And* also, that he the said *B.* his Executors, Administrators and Assigns, shall and will, at his and their own Costs and Charges, maintain and keep the said Messuage or Tenement, with all the Barns and Buildings thereunto belonging, in sufficient and tenantable Repair and Condition, during the said Term, (rebuilding or repairing the said Premises, in Case the same happen to be burnt or otherwise destroyed, excepted) the said *B.* being allowed sufficient rough Timber from the Premises for such Repair; and also all the Hedges, Ditches, Gates, Stiles, Banks, Fences, Drains and Water-courses thereunto belonging, shall and will amend, cleanse, scour, maintain and repair, and all and singular the said Premises, with the Appurtenances, being so maintained and kept in such good Repair and Condition as aforesaid, at the Expiration or other sooner Determination of these Presents, shall and will quietly leave and surrender unto the said *A.* or such Person or Persons to whom, &c. *Provided, &c.* for Re-entry [*As usual in Leases from Tenants for Life*]: *And* the said *A.* for her self, her Heirs, Executors and Administrators, doth covenant, &c. that *B.* paying the Rent, and performing the Covenants [*As usual*] may peaceably hold and enjoy the said demised Premises, with the Appurtenances, during all the said Term and Time hereby letten, without any Let, Interruption, Denial or Molestation, of or by the said *A.* or any claiming from, by or under her, or the said *A.* her late Husband, or by or thro' her or their Means, Act or Privi-
Covenant to pay the Rent.
To repair.
Proviso for Re-entry, and Covenant for Enjoyment.

vity: *And* it is hereby declared and agreed, that the said *B.* in Consideration of his holding and enjoying the said Premises, and taking the Profits thereof, from *Lady-Day* to *Michaelmas* next, is to pay, and shall and will pay unto the said *A.* the Sum of — *l.* of lawful, &c. on the — Day of, &c. next ensuing the Date hereof, or within 21 Days next after the said — Day of, &c. without any Deduction or Abatement for Taxes, Quit-Rents or other Charges, as aforesaid, other than for any such Taxes, Quit-Rents or other Charges, to *Lady-Day* last, which the said *A.* is to pay: *And* it is hereby further declared and agreed, by and between the said Parties to these Presents, and the said *A.* for her self, her Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *B.* his Executors, Administrators and Assigns, that if *D. A.* aforesaid, Son of the said *A.* and Son and Heir of the said *C. A.* her late Husband, decess'd, upon Attainment of his Age of 21 Years, shall consent unto the Agreement hereby made by and between the said Parties to these Presents, for the Sale and Purchase of all the Premises aforesaid, with the Appurtenances, unto and by the said *B.* at the Price or Sum aforesaid, that then, and in such Case, she the said *A.* shall and will, together with the said *D. A.* her Son, surrender and convey all and singular the said Premises, and every Part thereof, with the Appurtenances herein before mentioned, or intended to be hereby letten, and all other the Messuages, Lands, Tenements and Hereditaments of the said *A.* and *D. A.* held of the aforesaid Manors of — and —, or either of them, in the County aforesaid, unto the said *B.* his Heirs and Assigns, for ever, according to the Customs of the said Manors by such Descriptions, and in such Manner, and by such Ways and Means, as the Counsel learned in the Law of the said *B.* his Heirs or Assigns, shall reasonably advise and require: *And* the said *B.* for himself, his Heirs, Executors and Assigns, doth hereby covenant and agree to and with the said *A.* her Executors, Administrators and Assigns, that if the said *A.* and *D. A.* her Son, shall and do, within two Months next after Attainment of his Age of 21 Years, surrender and convey all and singular the said Premises, unto the said *B.* his Heirs and Assigns, for ever, according to the Custom of the said Manor, and true Meaning of these Presents; that then, and immediately thereupon, and in Consideration thereof, he the said *B.* his Heirs, Executors or Assigns, shall and will truly pay, or cause to be paid, unto the said *A.* and *D. E.* her Son, or one of them, the said Sum of — *l.* so as aforesaid agreed to be given for the full Purchase of the said Premises: *And* it is hereby declared and agreed by and between the said Parties, that if the said Surrender and Conveyance be made by the said *A.* and *D. A.* within the Time, and according to the true Meaning of these Presents: In such Case, and then and from thenceforth the Demise of the Premises herein and hereby before made, shall cease, determine and be void, any thing aforesaid to the contrary notwithstanding. *In Witness, &c.*

Declared, that in Consideration of the Lessee's Taking the Profits for such a Time, he to pay the Lessor a Sum of Money.

The Lessor covenants, that if her Son-in-Law, on his coming of Age, shall consent to the Agreement aforesaid, for Sale of the Premises, then she and her Son to surrender the same.

And, in such Case, the Lessee covenants to pay the Purchase-Money.

Declared, after such Purchase, this Term to cease and be void.

*Of Copyhold Lands for Ninety-nine Years, by Virtue of a
Licence from the Lord of the Manor, from three Coheirs.*

THIS Indenture made, &c. between *A.* of, &c. Widow, *B.* &c. Spinster, and *C.* &c. Widow, of the one Part, and *D.* &c. of the other Part, *Witnesseth*, &c. They the said *A.* *B.* and *C.* (having also a Licence from the Lord of the Manor of — for letting the Premises hereunder mentioned, for the Term hereafter expressed) have, and each of them hath, demised, leased, and to farm letten, and by, &c. do and each of them doth, &c. unto the said *D.* his Executors, Administrators and Assigns, all that, &c. and free Leave and Liberty to dig, take and carry away Sand and Gravel in and out of the afore-demised Premises, or any Part thereof, as the said *D.* his Executors, Administrators or Assigns, shall think fit: And also all Ways, &c. *To have* and to hold the said several Pieces or Parcels of Ground, &c. for Ninety-nine Years certain. *Yielding* and paying therefore yearly, and every Year, for and during the said Term of Ninety-nine Years hereby letten unto the said *A.* *B.* and *C.* their Heirs or Assigns, or some or one of them, the yearly Rent or Sum of — *l.* of lawful, &c. on the four usual Feasts, &c. [*As common*]: And the said *D.* for himself, his, &c. doth covenant, promise and agree, to and with the said *A.* *B.* and *C.* their Heirs, Executors and Assigns, jointly and severally, by these Presents, that he the said *D.* his, &c. shall and will yearly, and every Year, during the said Ninety-nine Years hereby granted, well and truly pay, or, &c. paid unto the said *A.* *B.* and *C.* their Heirs or Assigns, or some or one of them, the said yearly Rent of — *l.* of lawful, &c. on the said four usual Feasts, or Quarter-Days above-mentioned, according to the Reservation thereof aforesaid: And the said *D.* &c. covenants [*As before*], to repair [*As usual*], and at the End of the Term, to surrender to them, their Heirs or Assigns: And that it shall and may be lawful to and for the said *A.* *B.* and *C.* their Heirs and Assigns, with Workmen, &c. to view. *Provided*, &c. (that if the Rent is not paid) it shall and may be lawful to and for the said *A.* *B.* and *C.* their Heirs and Assigns, or any of them, into and upon the said demised Premises, &c. And the said *A.* *B.* and *C.* for themselves, their Heirs, Executors, Administrators and Assigns, jointly and severally do covenant, &c. that he the said *D.* his, &c. well and truly paying the said yearly Rent of —, as the same is herein before reserved, and observing, &c. (may peaceably enjoy) without any Let, &c. of or by the said *A.* *B.* and *C.* or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or any others lawfully claiming, or to claim, by, from or under them, either or any of them, or by or through their, or any of their Means, Act, Estate, Right, Title, Default, Privity or Procurement. *In Witness*, &c.

Of a Piece of Ground from a Widow and her two Sons, rendring Rent to the Widow for Life; and after her Decease to her Sons, or one of them in Jointenancy.

Vide *Another rendring Rent to the Sons, or the Survivor of them,*
Fol. 516, 640.

THIS Indenture made, &c. between *A.* &c. Widow, Executrix of the last Will and Testament of *D.* late of, &c. deceased, *B.* and *C.* of, &c. Sons of the said *D.* deceased, of the one Part, and *E.* &c. of the other Part, *Witnesseb,* That the said *A. B.* and *C.* for and in Consideration of the Sum of — *l.* of lawful, &c. to them or one of them in Hand, at or before the Sealing and Delivery of these Presents by the said *E.* well and truly paid; the Receipt whereof they the said *A. B.* and *C.* do and each of them doth hereby acknowledge, and thereof and of every Part thereof, do respectively acquit and discharge the said *E.* his Executors, Administrators and Assigns, for ever by these Presents; as also for and in Consideration of the said yearly Rent, &c. have and each of them hath demised, granted, and to Farm letten, and by, &c. do and each of them doth, &c. unto the said *E.* his Executors, Administrators and Assigns, all that Piece or Parcel of Meadow Ground and Ditch, being Part of a certain Field called —, containing in Length, &c. all which Premises are situate, &c. together with all Ways, Passages, Waters, Water-courses, Easements, Commodities, Privileges, Emoluments and Appurtenances whatsoever to the said demised Piece or Parcel of Ground, belonging or in any wise appertaining, or used or enjoyed therewith: *To have,* &c. the said Piece or Parcel of Meadow Ground, and all other the said demised Premises, with the Appurtenances unto the said *D.* &c. for forty-eight Years: *Yielding* and paying therefore yearly and every Year, for and during so many Years of the said Term of — Years, as the said *A.* shall happen to live, unto her the said *A.* and her Assigns, the yearly Rent or Sum of 3 *l.* of lawful, &c. on the four most, &c. [*As common*]: *And* from and after the Decease of the said *A.* then *yielding* and paying therefore yearly and every Year, for and during all the then Residue of the said Term of — Years, hereby granted unto the said *B.* and *C.* their Executors, Administrators and Assigns, or some of them, the said yearly Rent of 3 *l.* of lawful, &c. upon the said Feasts or Quarter-days above mentioned, by equal Portions, free and clear of and from all Taxes, Duties, Assessments and Impositions whatsoever. *Provided,* &c. (if the Rent is not paid) it shall and may be lawful to and for the said *A. B.* and *C.* their Executors, Administrators and Assigns, respectively, or any of them to whom the said Rent shall be then due and payable as aforesaid, into or upon the said Premises, or any Part thereof, in the Name of the Whole, &c. as in her, their or any of their first and former Estate and Estates, and the said *E.* his, &c. and all other Occupiers, &c. *And* the said *E.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* her Executors, Administrators and Assigns, and to and with the said *B.* and *C.* their Executors, Administrators and Assigns, jointly and severally, by these Presents as followeth; (*that is to say*) that he the said *E.* his Executors, Administrators and Assigns, shall and will, for and

Habend.

Reddend.

Free of
Taxes.
Provido.

Covenant
to pay
the Rent
free of
Taxes.

Covenant
to repair.

Covenant
to view.

Not to
build a
Smith's
Shop on
the Pre-
misses, or
assign the
Term
without
Licence.

and during so many Years of the said Term hereby granted, as the said *A.* shall happen to live, well and truly pay or cause to be paid unto the said *A.* and her Assigns, the said yearly Rent of — *l.* And from and after her Decease, for and during all the then Residue of the said Term, shall and will well and truly pay, or cause to be paid unto the said *B.* and *C.* their Executors, Administrators or Assigns, or some of them, the said yearly Rent of 3 *l.* on the said four Feasts or Quarter-days above mentioned, by equal Portions, without any Deduction for any Manner of Taxes, Duties or Impositions whatsoever, according to the Reservation thereof, and in Manner and Form as aforesaid: *And* shall and will also bear, pay and discharge all Parish Duties, and all other Taxes, Assessments, Scots, Duties and Impositions whatsoever, by Parliament or otherwise, which at any Time or Times hereafter shall be taxed, charged, laid or imposed on the said demised Premises, or any Part thereof, or the said *A. B.* and *C.* their Executors, Administrators or Assigns, or any them, in Respect thereof: *And* that he the said *E.* his Executors, Administrators or Assigns, shall and will well and sufficiently repair, uphold, sustain, maintain, cleanse, scour, amend and keep all the Fences, Ditches, Drains and Water-courses unto the said Premises belonging, and all Erections and Buildings, which at any Time, during the said Term, shall be erected or built on the said demised Ground, or any Part thereof, in, by and with all and all Manner of needful and necessary Reparations, Cleanings and Amendments whatsoever, from Time to Time, during the said Term; and all the before mentioned Premises, with the Fences, Ditches and Water-courses thereunto belonging, and all Erections and Buildings, which shall be thereon erected and built, during the said Term, being so well and sufficiently repaired, supported, cleansed, maintained and amended as aforesaid, at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen, unto the said *A. B.* and *C.* their Executors, Administrators or Assigns, or some of them, shall and will peaceably and quietly leave, surrender and yield up. *And* further, that it shall and may be lawful, to and for the said *A. B.* and *C.* their Executors, Administrators and Assigns, and all other Head-landlords and Owners of the said Premises, their Heirs and Assigns, with Workmen or others, twice in every Year, during the said Term, to enter, come into and upon the said demised Premises, or any Part thereof; and all Erections and Buildings, which shall be thereon erected and built, there to view, search and see the Estate and Condition of the Premises, and all or any the Decays and Wants of Reparations, then and there at any Time found, to give or leave Notice or Warning in Writing, or otherwise, to or for the said *E.* his Executors, Administrators or Assigns, at the said demised Premises, to repair and amend the same: *And* that he the said *E.* his Executors, Administrators and Assigns, shall and will within three Months next after every or any such Notice or Warning so given or left as aforesaid, well and sufficiently repair and amend all such Defaults and Wants of Reparations so found, and whereof such Notice shall be given as aforesaid: *And* further, that he the said *E.* his Executors, Administrators or Assigns, shall not, nor will at any Time erect or build any Smith's Shop on the said Premises, or any Part thereof; nor shall or will demise or let the said Premises, or assign his or their Term therein, or any Part thereof, or suffer the Possession thereof to come to any Person or Persons, that therein or in any Part thereof, shall use or exercise the Trade or Occupation of a Smith, during the natural Lives of the said *B.* and *C.* or either of them, without the Consent in Writing, under the Hands of the said *B.* and *C.* or one of them in that Behalf: *And* the said *A.* for

A. for herself, her Executors and Assigns, severally; and the said *B.* and *C.* for themselves, their Executors, Administrators and Assigns, jointly and severally, do and doth covenant, promise and grant, to and with the said *E.* his Executors, Administrators and Assigns, by these Presents; that he the said *E.* his Executors, Administrators and Assigns, duly paying the said yearly Rent of 3 *l.* as the same is before reserved, and performing, &c. (may peaceably) enjoy all and singular the said Ground and Premises hereby demised, and all Erections and Buildings, which shall or may be thereon erected, with their and every of their Appurtenances, for and during all the Term of — Years above granted, without any lawful Let, &c. of or by the said *A. B.* and *C.* their Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, lawfully claiming, by from or under her, them or any of them, or by, from or under the afore-said *D.* deceased, or by her, their or any of their Act, Means, Consent, Neglect, Default or Procurement, freed and discharged, and at all Times sufficiently saved harmless and indemnified by the said *A. B.* and *C.* their Executors, Administrators and Assigns, or some of them, of and from the Rent and Covenants reserved and contained in the Original Indenture of Lease granted of the said Premises (amongst other Things) unto the afore-said *D.* deceased, or whereby the said *A. B.* and *C.* hold the said Premises, and from all Actions, &c. *In Witness, &c.*

Covenant
for En-
joyment.

Of a Farm from a Man and his Wife in Possession, and another Person who hath the Reversion, rendring the Rent to those in Possession, during so long of the Term as the Wife shall live; and after her Decease to him in Reversion, for the Remainder of the Term; with particular Covenants, (as in the Margin).

THIS Indenture made, &c. between *A.* of, &c. and *B.* his Wife, and *C.* of, &c. of the one Part, and *D.* &c. of the other Part, *Witnesseth,* That the said *A. B.* and *C.* for and in Consideration of the yearly Rents, &c. have demised, leased, and to Farm letten; and by, &c. do respectively demise, &c. unto the said *D.* all that Messuage or Tenement called — situate, &c. lately in the Occupation of — together with the Orchard, Gardens, Stables, Cow-house and Out-houses thereunto belonging: And all those several Pieces or Parcels of Pasture Land, &c. [*Describe several Pieces*] And also all Ways, Passages, &c. except, &c. unto the said *A.* and *B.* his Wife and *C.* during the Term hereunder letten, all Timber and Timber-like Trees, &c. And also free Liberty of Ingress, Egress and Regress, to and for the said *A.* and *B.* his Wife, and their Assigns, and to and for the said *C.* his Heirs and Assigns, after the Decease of the said *B.* with Workmen and Servants, to come into and upon the said demised Premises, or any Part thereof, with Horses, Carts, &c. *To have, &c.* the said Messuage or Tenement, several Pieces or Parcels of Land, and all other the Premises before demised, with the Appurtenances, &c. [*As common*]. *Yielding, &c.* therefore yearly and every Year, for and during the said Term unto the said

Habend.

Reddend.

And two
 Geese at
 Christmas.
 Reddend.
 more
 Rent in
 case the
 Lessee
 plows,
 &c.
 Covenant
 to pay the
 Rent.
 Covenant
 to repair.
 The Les-
 sor's al-
 lowing
 rough
 Timber.
 Covenant
 to view.

said *A.* and *B.* his Wife, and their Assigns, if the said *B.* shall so long live, the yearly Rent or Sum of — *l.* of lawful, &c. on the four usual Feasts, &c. And likewise yielding and delivering two fat Geese at *Christmas* in every Year, during the said Term: And yielding and paying therefore yearly and every Year, from and after the Decease of the said *B.* for all the Residue of the said Term, which shall then happen to be to come and unexpired unto the said *C.* his Heirs and Assigns, the said yearly Rent of — on the said four usual Feast-days in the Year, by equal Portions, and the said two fat Geese at *Christmas* in every Year: And yielding and paying likewise yearly and every Year, during the said Term unto the said *A.* and *B.* his Wife, and their Assigns, if the said *B.* shall so long live, and after her Decease unto the said *C.* his Executors, and Assigns, for all the then Remainder of the said Term, which shall happen to be to come, the Rent or Sum of — *l.* per Acre, over and above the said yearly Rent of — *l.* on the Days before limited, for Payment thereof, for every Acre of the said Lands before demised, (except the — Acres and — Fields) which the said *D.* his Executors, Administrators or Assigns, shall plow, break up or convert into Tillage, and after the same Rate for a lesser Quantity than an Acre: And the said *D.* for himself, &c. covenants, to and with the said *A.* and *B.* his Wife, their Executors and Assigns, and to and with the said *C.* his Heirs and Assigns, and to and with either and every of them, that he the said *D.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during the said Term hereby letten, if the said *B.* shall so long live, well and truly pay or cause to be paid unto the said *A.* and *B.* his Wife, and their Assigns, and from and after the Decease of the said *B.* shall and will for all the Residue, which shall be then to come of the said Term of — Years, well and truly pay or cause to be paid unto the said *C.* his Heirs and Assigns, the said yearly Rent or Sum of — *l.* and the said two fat Geese; and also the said Rent or Sum of — *l.* per Acre for every Acre of the said Ground, (except as aforesaid) which shall be plowed, eared or converted into Tillage as aforesaid, and proportionably for a lesser Quantity than an Acre, on the Days and Times limited for Payment thereof, according to the Reservation thereof aforesaid, and true Meaning of these Presents: And the said *D.* for himself, his, &c. covenants, to and with the said *A.* and *B.* his Wife, and their Heirs and Assigns, and to and with the said *C.* his Heirs and Assigns, by these Presents, in Manner following; (*that is to say*) &c. to repair the Messuage, &c. The said *A.* and *B.* his Wife and their Assigns, and the said *C.* his Heirs and Assigns, from Time to Time, as Occasion shall be, assigning and allowing unto the said *D.* his Executors and Assigns, sufficient rough Timber of the Premises, if it be there to be had, but to be felled, carried and wrought, at his the said *D.*'s own Charge: And also that he the said *B.* his Executors, Administrators and Assigns, at his and their like Costs and Charges, shall and will, &c. to repair the Hedges, &c. And the said Messuage or Tenement, Lands, and all and singular other the Premises, with the Appurtenances, being so well and sufficiently repaired, &c. at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen unto the said *A.* and *B.* his Wife; or in case of the Decease of the said *B.* unto the said *C.* his Heirs and Assigns, shall and will peaceably and quietly leave, &c. And that it shall and may be lawful, to and for the said *A.* and *B.* his Wife; and after the Decease of the said *B.* to and for the said *C.* his Heirs and Assigns, with Workmen, &c. to view. And also that he the said

said *D.* his Executors, Administrators and Assigns, shall and will preserve the Fruit-Trees in the Orchard and Gardens from Spoil and Destruction; and if and as often as any of them shall happen to die or decay, shall and will from Time to Time, set other good growing Fruit-Trees in the Room thereof, at his and their own Charge: And likewise shall and will trim, prune, nail up and preserve the Vines and Wall-Fruit in the Gardens: *And* further, shall and will from Time to Time, during the said Term, in good Husband-like Manner, lay, spend and spread upon the said Lands, or upon the most needful Parts thereof, all the Dung, Compost, Soil, and likewise all Wood and Coal Ashes, which shall arise, or be made upon the Premises, or any Part thereof: *And* shall not, nor will carry away any so made or to be made, of or from the Premises, or otherwise sell and dispose thereof: *And* for the Benefit of the said Lands, shall not, nor will not burn any Wood but Coals only in the Kitchen, belonging to the said Messuage: *And* likewise that he the said *D.* his Executors, Administrators and Assigns, shall and will yearly, during the said Term, at his and their own Charge, fetch from the Chalk Pits belonging to the said *C.* — Load of Chalk, and at his and their like Charge, lay and spread the same upon the said Lands, or upon some Part thereof; which — Loads of Chalk the said *A.* and *B.* his Wife, and *C.* shall and will allow the Liberty to take the same accordingly: *And* they the said *A.* and *B.* his Wife, and *C.* do consent and agree, that the said *D.* his Executors, Administrators and Assigns, shall and may plow the said Piece of Ground, called —, containing — Acres, and — Field successively, as he shall think fit, during the said Term, but not all or any two of them, at any one Time, or in any one Year: *And* the said *D.* doth covenant and agree to and with the said *A.* and *B.* his Wife, and their Assigns, and to and with the said *C.* his Heirs and Assigns, and either and every of them, in Manner following; (*that is to say*) that he the said *D.* his Executors, Administrators and Assigns, shall and will make a Fallow at least every third Year, of all or any of the said three Pieces of Land, which he or they shall plow as aforesaid: *And* that if the said *D.* shall not plow the said Field called — Field, after the first Year of the said Term hereby letten, he or they at their own Charge will sow the same with Cinque-foil alone, or with Trefoil and Rye-grass together: *And* further, that he the said *D.* his Executors and Assigns, shall and will, at his and their like Charge, provide and allow *gratis* unto and for the said *A.* and *B.* his Wife, at or in the said Messuage twice every Year, during the said Term, if the said *B.* shall so long live, fitting and convenient Lodging, Diet and Accommodation, for him and themselves, and one Servant, and Standing and Meat for their Horses, not exceeding four Days at any one Time: *And* that he the said *D.* his Executors, Administrators and Assigns, shall and will, during the said Term, bear, pay and discharge all Levy, Lots, Parish-Duties, and all Taxes and Assessments whatsoever, to grow due or payable for and in Respect of the said Premises, Quit-Rents, if any be excepted: *And* likewise, that he the said *D.* his Executors, Administrators or Assigns, shall not, nor will, during the said Term, demise or let the said Premises, &c. [*Not without Licence, as usual*]: *Provided* always,

To preserve the Fruit-Trees in the Garden; and when any die, to set others in their Stead.

And nail up and prune the Vines. To lay all Dung made on the Premises. And all Wood and Coal Ashes.

To burn only Coals in the Kitchen.

To fetch Chalk to lay on the Premises.

Covenant from the Lessors, that the Lessee may plow three Fields successively, but not two together.

The Lessee to make Fallow every third Year.

If the Lessee shall not plow one particular Field after the first Year, then he to sow the same with Cinque-foil.

The Lessee to allow *gratis* twice a Year to the Lessors Lodging and Diet, &c. four Days at a Time.

And to pay all Lots and Duties, &c.

Proviso for Re-entry.

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try.

Covenant that the Lessee may take by Assignment the several Boots, &c.

And Fire-boot for the Parlour and Chambers only.

The Lessee not to lop the Trees standing before the Messuage.

Covenant for Enjoyment from the Lessors Persons in Possession.

Covenant for Enjoyment from the Lessor in Reversion.

that if it shall happen the said yearly Rent of — *l.* or any Part thereof shall be behind, &c. it shall and may be lawful to and for the said *A.* and *B.* his Wife, and their Assigns, during the Lifetime of the said *B.* and after the Decease of the said *B.* to and for the said *C.* his Heirs and Assigns, into and upon the said demised Premises, &c. [*As usual*]: And the said *A.* and *B.* his Wife, for themselves, their Executors and Assigns only, and likewise the said *C.* for himself, his Heirs and Assigns, only and severally, and not otherwise, do and doth covenant and agree to and with the said *D.* his, &c. that he the said *D.* his Executors, Administrators and Assigns, shall and may, during the said Term, have and take by Assignment, from Time to Time, convenient and necessary Hedge-boot, Stake-boot, Gate-boot and Stile-boot; and likewise Fire-boot for the Parlours and Chambers only, the same Boots to be taken from the Lops and Tops of the Trees, formerly lopt and topt, if it be there to be had, and in a Husband-like Manner, without making any Strip or Waste upon the Premises, and so much only as shall be needful to be spent and used upon the Premises, and not elsewhere: And the said *D.* doth covenant and agree, to and with the said *A.* and *B.* his Wife, and *C.* and either of them, respectively; that he will not lop or top the Trees now standing, or hereafter to be standing or growing, before the said Messuage and Garden, and Yard thereunto belonging, during the said Term: And that he will leave the full Half-part of all such Trees, as are or shall be growing upon the Premises, and which are or have been usually lopt and topt, of full seven Years Growth, at the Expiration of the said Term hereby letten: And lastly, the said *A.* and *B.* his Wife, for themselves, their Executors and Assigns, and for their own Acts only, do and doth covenant, promise and grant, to and with the said *D.* his, &c. by these Presents, that he the said *D.* his, &c. well and truly paying the said yearly Rent of — *l.* as the same is herein before reserved, and observing, &c. (may enjoy) for and during all the said Term hereby letten, if the said *B.* shall so long live, without any Let, &c. of or by the said *A.* and *B.* his Wife, their Executors or Assigns, or either or any of them, or any other Person or Persons whatsoever, by or through their or either of their Means, Act, Estate, Right, Title or Procurement: And the said *C.* for himself, his Heirs and Assigns, doth covenant, &c. that he the said *B.* his, &c. well and truly paying the said yearly Rent, as the same is herein before reserved, and performing, &c. shall and may, from and after the Decease of the said *B.* for all the Residue which then shall be to come of the said Term hereby granted, peaceably and quietly have, hold and enjoy the said Messuage or Tenement, Lands and Premises herein before demised, with the Appurtenances, (except before excepted) without any Let, &c. of or by the said *C.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever, by or through his or their Means, Act, Estate, Right, Title, Privy or Procurement. *In Witness, &c.*

A Lease from a Man and his Wife, is all the same as a common Lease, only adding the Wife all along; and in the Covenant for Enjoyment, or elsewhere, the Man covenants for himself, and for the said — his Wife.

Covenant that until a Piece of Land (Part of the Premises demised) shall be delivered into the Possession of the Lessee, he shall be abated — s. per Acre out of the Rent.

AND lastly, it is hereby declared, covenanted and agreed, by and between the said Parties to these Presents; that whereas — Acres of the said hereby demised Premises, which belong to the aforesaid Cottage, standing next the Gate, leading into — aforesaid, are now in the Possession of — that while and until the said C. and C. their Executors and Assigns, have the Possession thereof, they shall be abated and allowed — s. per Acre, out of the yearly Rent afore reserved, in Lieu and Consideration thereof, any Thing aforesaid to the contrary notwithstanding. *In Witness, &c.*

An Exception (in a Covenant to repair) of some old Buildings, being very much in Decay; but the Lessee to prop the same.

AND also that he the said B. his, &c. [As common] except the Barn, Stable and Outhouses, which being old and decayed, the said B. his Executors and Assigns, is to keep the same mob'd or plaistered, and thatched, and to prop or shear the same, to keep them from falling; the said A. his Heirs and Assigns, allowing sufficient rough Timber from the Premises, if there to be had, for the Repair of the said House and Outhouses, and the said House being kept in as good Repair, as the same now is, and the Barn, Stable and Out-houses, being kept as aforesaid, and all the Hedges, Ditches, Fences, Mounds, Banks, Gates, Stiles, Posts, Rails and Inclosures, being so scoured, cleansed, &c. [To surrender as usual].

Of Marsh-Ground, Messuages, and of a Decoy, or Decoy-Pond; with the Reeds, Nets, Poles and Utensils belonging thereto; with particular Covenants (as in the Margin).

THIS Indenture, &c. between *A.* and *B.* *Witnesseth*, That for and in Consideration of the yearly Rent, &c. he the said *A.* hath demised, leased, and to Farm letten, and by, &c. doth demise, &c. unto the said *B.* his Executors, Administrators and Assigns, all the Marsh or Marsh-Ground lying and being in the Parish, &c. commonly called or known by the Name of — Marsh, containing, by Estimation, — Acres, be the same more or less, together with the Messuage or Tenement, with all the Out-houses and Appurtenances thereunto belonging; and also all that Decoy, or Pond now used for a Decoy, made by and at the Charge of the said *A.* in Part of the said Premises, with all the Reeds, Nets, Poles, Broom, and other Utensils and Things thereunto belonging; which said Premises are now in the Occupation of the said *A.* And also all Ways, Passages, Easements, Waters, Water-courses, Profits, Commodities and Appurtenances whatsoever, to the said Marsh, Marsh-Ground, Messuages or Tenement, Decoy and Premises, with the Appurtenances belonging, or in any wise appertaining, or therewith usually letten, used, occupied or enjoyed: *To have* and to hold the said Marsh or Marsh-Ground, Messuages or Tenement, Decoy and all and singular other the Premises herein before demised, with the Appurtenances, &c. for seven Years: *Yielding* and paying therefore yearly and every Year, for and during the first — Years of the said Term of seven Years, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of — *l.* of lawful, &c. on two of the most usual Feasts, &c. [*As usual*]: *And yielding* and paying therefore yearly and every Year, for and during the last — Years of the said Term hereby granted, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of 80 *l.* of like Money, on the said two Feasts or Days of Payment above-mentioned, by even and equal Portions: *And* also yielding and delivering unto the said *A.* his Heirs and Assigns, six Dozen of good sweet Ducks yearly, and every Year, during the said Term of seven Years, at such Times, and by such Parcels, as the said *A.* his Heirs or Assigns, shall from Time to Time require the same within the Season: *And* the said *B.* for himself, &c. covenants, that he the said *B.* his, &c. shall and will well and truly pay, &c. unto the said *A.* his Heirs or Assigns, the said yearly Rent or Sum of 60 *l.* for and during the first — Years of the said Term, and the said yearly Rent or Sum of — *l.* for and during the said last — Years of the said Term hereby granted, on the said two Feasts or Days of Payment above-mentioned, according to the respective Reservations thereof aforesaid, and true Meaning of these Presents: *And* will also yearly and every Year, during the said Term of — Years, yield and deliver unto the said *A.* his Heirs and Assigns, six Dozen of good sweet Ducks, in manner as the same are herein before reserved: *And* the said *B.* for himself, &c. covenants, that he the said *B.* his, &c. or some of them, shall and will, at his and their own

Habend.

Reddend' less Rent
for the first—Years.

Then for the last—
Years.

And Reddend' —
Ducks, as the Les-
sor shall send for
them.

Covenant to pay
the Rent accord-
ingly.

Covenant to repair.

own proper Costs and Charges, from Time to Time, during the said Term hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and Premises, with the Appurtenances, and all the Buildings thereunto belonging, with all needful and necessary Reparations and Amendments whatsoever; and will likewise scour, cleanse, maintain and keep all the Hedges, Ditches, Gates, Water-courses and Fences of the said Marsh-Ground and Premises belonging, in like good Repair and Condition, (the Repairing and Amending the Sea-walling of and belonging to the said Premises only excepted): *And* shall and will, at his and their like Charge, maintain and keep in good Repair and Condition, the said Decoy, with all the Reeds, Nets, Poles, and other Things thereunto belonging; and the said Messuage or Tenement, with the Appurtenances, and all the Buildings thereunto belonging, being so well and sufficiently repaired, supported, maintained and amended, and all the Hedges, Ditches, Gates, Water-courses and Fences to the said Premises belonging, (except as aforesaid,) being also well and sufficiently scoured, cleansed, maintained and kept; and the said Decoy being in tenantable Repair, and in good working Condition, with Reeds, Nets, Poles, Broom, and other Things belonging thereunto, at the End and Expiration of the said Term hereby granted, or other sooner Determination of this present Lease, which shall first happen, peaceably and quietly shall and will leave, surrender and yield up, unto the said *A.* his Heirs and Assigns, and will then leave 100 old Decoy-Ducks belonging to and for the Use and Service of the said Decoy: *And moreover*, that it shall and may be lawful to and for the said *A.* his Heirs and Assigns, with Workmen, &c. to view [*As common*]: *And* further, that if he the said *B.* his Executors, Administrators or Assigns, shall at any Time or Times, during the said Term, plow, sow, dig, break up, or convert into Tillage, or cause or suffer to be plowed, &c. any of the said Marsh-Ground hereby demised, or shall mow or cut the Grass or Herbage thereof, or of any Part of the said Marsh-Ground, (other than and except the Field called the Decoy-yard, containing about — Acres, and a little Hoppet behind the House, containing also about — Acres), then, and in such Case, he the said *B.* his Executors, Administrators and Assigns, shall and will, from thenceforth yearly, during the then Residue of the said Term, yield and pay, or cause to be paid unto the said *A.* his Heirs and Assigns, the further Rent or Sum of — *per* Acre, for every Acre, and proportionably for a lesser Quantity than an Acre of the said Ground, which shall be so plowed, sown, digged, broken up, or converted into Tillage, or whereof the Herbage or Grass shall be so mowed or cut (except as aforesaid) over and above, and together with the said yearly Rent herein before reserved: *And* further, that if the said *B.* his Executors, Administrators or Assigns, or any other Person or Persons, by, with or through his or their Means, Privy, Consent or Procurement, shall, at any Time or Times, during the said Term hereby demised, break, take away, destroy, damage or prejudice the said Decoy, or any of the Materials, Works and Things thereunto belonging; that then, and in such Case, he the said *B.* his Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid, unto the said *A.* his Heirs, Executors

The Messuage.

And the Hedges;
&c.

(The repairing the
Sea-wall excepted.)

And the Decoy
Reeds, &c.

And leave the same
in good tenantable
Repair and work-
ing Condition.

Together with 100
old Decoy-Ducks.

Covenant to view.

The Lessee not to
sow or convert into
Tillage any of the
said Marsh-Ground,
or mow the Grass.

Except two little
Pieces.

Upon Forfeiture of
paying more Rent.

And that if he takes
away, damages or
prejudices the said
Decoy, to forfeit
200 l.

or

Proviso for Re-entry.

Covenant for Enjoyment.

The Lessor to repair the Sea-walls.

And to prosecute all Persons that shall do any Damage to the Decoys.

The Lessee may surrender in Case the same shall happen to be destroyed.

or Assigns, the Sum of 200 *l.* of lawful, &c. for Damages, without any Remedy to be had or taken at Law, or in Equity, against Payment thereof: *Provided* always, that if it shall happen the said yearly Rent and Rents hereby reserved, or any Part thereof, to be behind or unpaid, &c. to re-enter [*As common*]: And the said *A.* for himself, his Heirs and Assigns, &c. covenants, by these Presents, as followeth (*that is to say*) That he the said *B.* his Executors, Administrators and Assigns, well and truly paying the said several yearly Rents of — *l.* and — *l.* hereby reserved, and the said further yearly Rent of — *l.* *per Acre*, and proportionably for a lesser Quantity than an Acre of the said Ground hereby demised, which shall be plowed, sown, digged, broken up, or converted into Tillage, or whereof the Herbage or Grass shall be mowed or cut (except as aforesaid) in manner as the same are herein before reserved, and observing, performing, &c. (may enjoy) the said Marsh or Marsh-Ground, Messuage or Tenement, Decoy and all other the Premises herein before demised, for and during all the the said Term of — Years herein before granted, without any Let, Suit, Eviction or Interruption, of or by the said *A.* his Heirs or Assigns, or any other Person or Persons lawfully claiming, or to claim by, from or under him or them: And further, that he the said *A.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will, at his and their own Charge, well and sufficiently repair, maintain and keep the Chalking and Piling of the said Marsh-Ground against the Sea and the Sea-walls of the said Premises, from Time to Time, and at all Times, during the said Term hereby demised: And that he the said *A.* his Heirs, Executors, Administrators or Assigns, at his and their like Costs and Charges, from Time to Time, during the said Term, upon Notice given to him or them; and, upon sufficient Proof made in that Behalf, shall and will prosecute in some Court or Courts of Law, every such Person or Persons who shall at any Time or Times, do or commit any Hurt, Spoil or Damage to the said Decoy, or that shall disturb or hinder the Taking of Ducks thereon, of whom such Notice shall be so given, and such Proof shall be so made, as aforesaid. [*Add the Proviso*, That if the Decoy shall happen to be destroyed, the Lessee may surrender his Lease, *as among the Proviso's for determining Leases*, Fol. .

Of

Of a Messuage, with three Water Corn-Mills, and some Pieces of Meadow or Pasture Ground, with particular Covenants (as in the Margin).

THIS Indenture made, &c. between *A.* and *B.* Witnesseth, That the said *A.* as well for and in Consideration of the yearly Rent, &c. as also for and in Consideration of the several Repairs, Works, and Things to be made, done and performed by the said *B.* in and about the Premises hereunder demised, as herein after is mentioned, and for divers other good Causes and Considerations, him the said *A.* thereunto moving, hath demised, granted, and to Farm letten, and by, &c. doth, &c. unto the said *B.* all that Messuage or Tenement, with the Barns, Stables, Out-houses, Garden, Yard, Backsides and Appurtenances thereunto belonging, now in the Tenure, &c. situate, &c. and also all those three Water-Mills, being all under one Roof, driving or bearing three Pair of Mill-stones in — aforesaid, now also in the Possession of the said *B.* all of them being Wheat-Grist Mills, with the Houses and Buildings to the same Mills belonging, and all Streams, Mill-Ponds, Waters, Mill-Dams, Flood-gates or Tolls, Soke, Multure, Profits and Commodities to the said Mills, belonging and appertaining: And also all those two Closes of Pasture or Meadow-Ground, adjoining on the East and West of the said Mills, containing by Estimation — Acres, be they more or less; and all that Close of Pasture or Meadow Ground, called the Mill Meadow, containing by Estimation, &c. now also in the Tenure, &c. and all Ways, Waters, Commodities and Appurtenances, to the said several Closes and Parcels of Pasture or Meadow-Ground, or any of them, belonging or appertaining, except Trees, and Liberty to fell and carry away, [*As usual*]: And also excepted and reserved out of this present Lease, unto the said *A.* his Heirs and Assigns, and his and their Friends, Family or Servants, at all Times within the Term hereafter granted, free Liberty to fish in the Stream or River belonging to the said Mills, at his or their free Wills and Pleasures: *To have* and to hold the said Messuage or Tenement, Water-Mills, Buildings, Lands and all other the Premises afore hereby demised, or mentioned or intended to be by these Presents demised, with their and every of their Appurtenances, &c. [*As usual*] for twenty-one Years; *Reddend.* [*As usual*] to *A.* his Heirs or Assigns: [*Covenant to pay the Rent likewise as common*]: And it is hereby acknowledged, declared and agreed, by and between the said Parties to these Presents, that the said *A.* hath before, or at the Time of the Sealing and Delivery of these Presents, paid unto the said *B.* the Sum of — *l.* of lawful, &c. and likewise hath allowed and given unto the said *B.* a certain Parcel of Timber; the Receipt of which said Money and Timber, the said *B.* doth hereby acknowledge; and it is also declared, that the said *A.* hath abated — *l. per Ann.* of the yearly Rent, formerly paid by the said *B.* for the Premises before demised, for or towards the Repairs and Works herein after mentioned, to be made and done by the said *B.* at his own Charge, in and about the Messuage or Tenement, and the Mill, and other the Premises herein before demised: And therefore

Consideration of several Repairs to be done.

Except Trees.

And except Liberty to fish in the Streams.

Habend.

Reddend.

An Acknowledgment that the Lessor hath paid to the Lessee a Sum of Money, and likewise given him a Parcel of Timber, which is towards the Repairs to be done.

And abated Rent
for that Purpose.

The Lessee to do se-
veral Repairs.

Which Repairs to
be approved of by
the Lessor, or some
other Persons to be
chosen.

Covenant to repair.

therefore, in Consideration of the said — £. in Money, and the said Timber, to him paid and allowed as aforesaid, and the said Abatement of Rent, and other Considerations, he the said *B.* doth undertake, and for him, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* his Heirs and Assigns, by these Presents, that he the said *B.* his Executors, Administrators or Assigns, by or before the — Day of — next, &c. shall and will, at his, their or some of their own proper Costs and Charges, well and sufficiently, and in Workman-like Manner, and with good, sound and sufficient Oaken Timber, Brick, and all other Materials and Necessaries whatsoever, repair, new make or amend all the Water-work and Foundation-work whatsoever of the said Mill, and all Parts and Things appertaining thereunto, as well in Principals, as other Works: And likewise all the Running Gears of the said Mills, however called or named, and all Houses and Buildings to the said Mills belonging, with the Appurtenances, where-ever the said Mill, with the Appurtenances, or any Part thereof, shall be any Ways defective, or out of Repair: And shall and will likewise repair all the Messuage or Tenement, with the Barns, Stables and Out-houses thereto belonging, so as that the said Mills and Messuage, or Tenement, with their Appurtenances, may be sufficiently and substantially repaired and amended in every Respect, as if the said Works were herein particularly named and expressed, according to the true Intent and Meaning of the said Parties, and of these Presents, and according to the good Liking and Approbation of the said *A.* [*Or thus*] — indifferently chosen by and between them the said *A.* and *B.* to view. [*See Order and Judge of the same*]: And the said *B.* for himself, &c. covenants by these Presents, as followeth; (*that is to say*) that he the said *B.* his Executors, Administrators and Assigns, the said Messuage or Tenement, Houses, Edifices and Buildings hereby demised, being so repaired as aforesaid, shall and will, at his and their own like proper Costs and Charges, well and sufficiently repair, support, sustain, amend, maintain and keep from Time to Time, when, where and as often as Need shall be or require, during the said Term hereby granted, or from Time to Time, always within three Months at the farthest, next after Notice or Warning shall be thereof given, as hereafter in these Presents is expressed: And also all the said Water-Mills being so in like Manner repaired as aforesaid, as well the Water-work, Foundation-work, and Principals thereof, as the Wheel-Gears, and all other the Appurtenances and Things to them respectively belonging, and all and every the Banks, Mounds, Mill-dams, Flood-gates, Trenches, Walls, Wharfs, Pales, Gates, Fences and Inclosures to them, and every or any of them, belonging or appertaining; together also with all and every the Hedges, Ditches, Banks, Fences and Inclosures, of or belonging to the afore demised Grounds and Premises, shall and will, well and sufficiently repair, maintain, hedge, ditch, fence, preserve and amend, as well to preserve and keep the said Meadows dry, and clear from Water, as they ought to be kept, as otherwise, and from Time to Time, when, where and as often as Need shall be or require, during the said Term, as always at the furthest, within three Months next after Notice or Warning shall be given or left, for the Doing thereof as aforesaid: And also that the said *B.* his Executors, Administrators or Assigns, at his or their own proper Costs and Charges, shall and will scour and cleanse the River-Water running from

faid Mills by the faid Clofes, fo far as the fame Clofes do extend, when and as often as Occafion fhall be, during the faid Term: And the faid Mef- fuage or Tenement, Barns, Stables, Mills, Orchards, Gardens, feveral Clofes of Meadow or Pature, and all the Premiffes hereby demifed, with their and every of their Appurtenances, in the End of the faid Term, or other fooner Determination of this prefent Lease firft happening, fo well and fufficiently repaired, fupported, maintained, paled, ditched, fenced, fcour- ed and amended, as the fame now are, or ought to be, being repaired ac- cording to the aforefaid Covenants, peaceably and quietly fhall and will leave, furrender and yield up unto the faid *A.* his Heirs or Affigns, toge- ther with all and every the Goods, Utenfils and Things, particularly men- tioned in the Schedule hereunto annexed, in as good Cafe and Condition as now they be, or others as good, for Want thereof: *And* fhall and will then alfo leave and yield unto or to the Ufe of the faid *A.* his Heirs and Affigns, three Pair of Mill-ftones within the faid Mills, well ordered and in good Condition, all of an equal Good- nefs, *viz.* The two Stones called the Runners in the Peck-Mill, the one of them of the Thicknefs of — Inches, and the other of them of the Thicknefs of — Inches; the other two Stones, the one of them — Inches, &c. [*And fo describe the Breadths*]: If at the Expi- ration of this prefent Lease, any of the faid Mill-ftones, then to be left within the faid Mill, fhall be defective or wanting, either in the feveral Breadths or Thicknefs aforefaid; that then and for every Inch that fhall be fo either Way wanting, the faid *B.* his Executors, Adminiftrators or Af- figns, fhall allow and pay unto the faid *A.* his Executors, Adminiftrators or Affigns 20*s.* of lawful, &c. and fo proportionably for every leffer Quantity than an Inch: And that if any of the faid Mill-ftones, fo to be left at the End of the faid Term, fhall exceed either in Breadth or Thicknefs any of the faid Mill-ftones, now remaining within the faid Mills; that then the faid *A.* his Heirs or Affigns, fhall pay and allow unto the faid *B.* his Exe- cutors or Affigns, 20*s.* for every Inch fo fucceeding, and fo proportionably for every leffer Quantity than an Inch: *And* the faid *B.* for him- felf, &c. covenants, that it fhall and may be lawful to and for the faid *A.* his Heirs and Affigns, or any of them, with Workmen, &c. to view [*As common*]: *And moreover*, that he the faid *B.* his, &c. fhall not, &c. [*Not to let or assign the Lease without Licence, as common*]: *And* alfo that he the faid *B.* his Executors, Adminiftra- tors or Affigns, fhall not at any Time or Times, during the faid Term, fell or cut down any of the Trees, growing or to be grow- ing upon the Premiffes, or any Part thereof, without the Consent of the faid *A.* his Heirs or Affigns, in Writing firft obtained: *And* further, that he the faid *B.* his Executors, Adminiftrators and Af- figns, fhall and will upon every Request to him or them to be made by the faid *A.* his Heirs or Affigns, draw down the Water through the Flood-gates of the faid Mills, during fo long Time as the faid *A.* his Heirs or Affigns, his or their Servants, fhall fifh above, beneath, or near the faid Mills, or for any other neceffary Occafions, as for- merly hath been ufed to be done: *And* that he the faid *B.* his Exe- cutors, Adminiftrators or Affigns, or any other Person or Persons, by his or their, or any of their Consent or Agreement, fhall not, during this prefent Lease, take any Fifh out of the Mill-Ponds or Streams, of or belonging to the faid Mills, without the Consent of the faid *A.* his Heirs or Affigns, therefore firft had and obtained:

X x x x

Pro-

And leave at the End of the Term — Pair of Mill-ftones of fuch Dimensions, or in Lieu thereof to pay Money.

Covenant to view.

Not to fell Trees without Consent.

The Lefsee to draw down the Water for the Lessor's better Fifhing upon Re- queft.

The Lefsee nor any Persons to fifh with- out Consent.

Provided, &c. for
Re-entry.

If the Repairs are
not done.

Or if the Lessee
lets the Premises
without Consent.

Covenant for En-
joyment.

Provided always, that if it shall happen the said yearly Rent of — *l.* or any Part thereof to be behind, &c. [*As usual*] Or if the Reparations of the afore demised Premises, shall not from Time to Time, be made and done within the Space of three Months next, after Notice or Warning to be given or left as aforesaid: Or if the said *B.* his Executors or Assigns, do or shall, at any Time or Times hereafter, during the said Term, grant, bargain, sell, assign, demise, let, set, do away or depart with this present Lease and Premises hereby demised, or any of them, to any Person or Persons whatsoever, for all or any Part of the said Term hereby granted, without the special Licence, Consent and Agreement of the said *A.* his Heirs or Assigns, in that Behalf, first had and obtained in Writing; that then and from thenceforth, in any of the Cases aforesaid first happening, or at any Time or Times afterwards, it shall and may be lawful, &c. [*The Rest as common*] And the said *A.* for himself, &c. covenants, that he the said *B.* his Executors, Administrators and Assigns, paying the said yearly Rent of — *l.* afore hereby reserved, in Manner and Form aforesaid, and performing, fulfilling and keeping all and every, &c. (may enjoy) the said Messuage or Tenement, Mills, Closets of Ground, and all and singular other the Premises afore hereby demised, and every Part thereof, (except before excepted) during all the said Term of — Years hereby granted, without the Let, &c. of him the said *A.* his Heirs or Assigns, or any of them, or of or by any other Person or Persons, lawfully Claiming or to claim, from, by or under him, them, or any of them. *In Witness, &c.*

Grants

Grants of Liberties to dig Mines.

Grant of a Liberty to dig Mines in any Part of the Lands belonging to the Grantor, and he to have a Quarter-Part of the Profits.

THIS Indenture made, &c. between *A.* of *Comb-Martin* in the County of *Devon*, Gent. of the one Part, and *B.* of, &c. *C.* of &c. *D.* &c. and *E.* of, &c. of the other Part, *Witnesseth*, That the said *A.* as well in Consideration of the Costs and Charges Confideration. which the said *B. C. D.* and *E.* must necessarily expend and be at in and about the Undertaking, Adventure and Works hereunder mentioned; and in Consideration of the Reservation and Covenants herein after mentioned, and contained by and on the Parts of the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, to be performed, hath leased, set, and to Farm let- Demise. ten, and, by these Presents, doth lease, set, and to Farm let, unto the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, free Liberty, The Liberty to dig, &c. Licence and Authority, from Time to Time, and at all or any Time or Times, during the Term hereunder mentioned, to dig, search, work for, and raise, all such Lead Ore, Copper Ore, Tin Ore, and all other Ores and Minerals whatsoever, (except such Gold and Silver whereto the Queen's Majesty, her Heirs and Successors, by the Prerogative Royal, are or shall be entitled), which can, shall or may be found digged, gotten up, or raised, as well in, from or out of all or any Part or Parts of the Lands, Grounds and Hereditaments whatsoever, of or belonging to the said *A.* situate, lying and being within or near the Town or Parish of *Comb-Martin* in the County of *Devon* aforesaid, or any of the Precincts or Liberties thereof, and now in the Possession, Tenure or Occupation of the said *A.* or any of his Undertenants, (except the Lands of such Tenants as hold their respective Tenements by Lease, and wherein the said *A.* hath no Right to enter for such Purpose, and to dig, search or work for Ore there during the Continuance of their respective Interests, or otherwise); and likewise in any Part or Parts of the Orchard belonging to the Dwelling-house of the said *A.* in or near *Comb-Martin* aforesaid; as also in, from or out of any of the
X x x x 2 Wastes

Wastes or Commons within the Manor of *Comb-Martin*, or belonging thereunto; and, for the Purpose aforesaid, to dig and sink all such Pits, Groves, Levels, Addits, Drains, Shafts, Trenches and other Works whatsoever, in any Part or Parts of the said Lands, Grounds, Orchards and Commons, (except as is last herein before excepted), as the said *B. C. D. and E.* their Executors, Administrators and Assigns, or any of them, shall, from Time to Time, think fit and convenient; and the said Ores and Minerals there found, and all the Earth and Rubbish which shall, from Time to Time, be raised, digged and brought above Ground, out of any of the said Mines, Pits, Groves, Levels, Addits, Drains, Shafts, Trenches, or other Works as aforesaid, to lay upon the Grounds nearest the Mines, Pits and other Places, where the same shall be so digged and raised, (such Places being within the lawful Power of the said *A.* and his Heirs, to use for such Purpose) as shall be most convenient, and the same to spall and try, wash, pick, stamp and dress, and to make merchantable, and fit for Smelting and Refining, at their own Costs and Charges; and the said Ores and Minerals so spalled, tried and made merchantable, after the same shall be weighed, and the Part thereof hereafter mentioned, to be excepted and reserved, and to be laid out for the said *A.* his Heirs and Assigns, as hereunder is expressed; to have, take, carry away and convert to their own proper Use and Uses, without any Account to be made or given, for or concerning the same: And the said *A.* for the Considerations aforesaid, for himself, his Heirs and Assigns, doth hereby lease, set and to Farm let unto the said

Liberty to set up
Cupoloes, Mills, &c.

B. C. D. and E. their Executors, Administrators and Assigns, free Leave, Licence and Liberty, at all or any Time or Times, during the Term hereunder mentioned, to set up, erect and build in and upon such Parts or Places, within or upon any of the Lands or Grounds aforesaid, (the same Places being within the lawful Power of the said *A.* or his Heirs, to use for such Purpose) such and so many Cupoloes, Mills, Smelting-houses, Store-houses, and other Edifices and Buildings, as they the said *B. C. D. and E.* their Executors, Administrators or Assigns, or any of them shall think fit, proper and convenient, for the better Carrying on their Undertaking and Works, for smelting, refining and working the said mineral Ores into Silver, Copper, Lead, Tin, or any other Metals:

And Liberty to dig
Clay, &c.

And like Liberty and Authority to dig, have and take for their own Uses, from and out of any the Lands or Grounds aforesaid, (which are within the lawful Power of the said *A.* or his Heirs, to use for such Purpose) Clay, Sand, Lime-stone, and other Stones, as can be there found and gotten, for making Brick and Lime, necessary for Building any such Cupoloes, Mills, Smelting-houses, Works and Buildings aforesaid, they making such Satisfaction for the same, as shall be reasonable and customary in such Cases: And like Liberty to take in Ground necessary for Outlets and Yards, to be used

Liberty to take in
Ground for Out-
lets and Yards, &c.

in and about the said Cupoloes, Mills, Smelting-houses and Works, so to be built and made as aforesaid, (such Ground being also within the lawful Power of the said *A.* and his Heirs, for such Purpose) with Liberty of Ingress, Egress and Regress, to and for the

With Liberty of In-
gress, &c.

said *B. C. D. and E.* their Executors, Administrators and Assigns, and their Servants and Workmen, at all Times, during the Term hereunder mentioned, with Horses and Carriages, to and from the same: And likewise full and free Liberty and Licence, for all such Ships and Vessels, which the said *B. C. D. and E.* their Execu-

Liberty for Ships,
&c. to lie in the
Harbour, to take in
the Ores, to be dug,
&c.

tors, Administrators and Assigns, shall from Time to Time, during the Term hereunder mentioned, send, order and appoint to come, anchor and lie in the Harbour or Creek of *Comb-Martin*, and to lade and carry away their Ores, Minerals and Metals, which they shall from Time to Time dig, raise, smelt, refine and make as aforesaid; and likewise to unlade and deliver ashore, Coals and other Things, as Occasion shall require, for their Works aforesaid, free of all Tolls, Duties and Payments for Wharfage, Anchorage, or otherwise to the said *A.* his Heirs or Assigns, within the said Harbour or Creek, belonging to the said Town of *Comb-Martin*, or at the Entering into the same: *Except* and always reserved out of this present Grant, unto the said *A.* his Heirs and Assigns, one full and equal Quarter or fourth Part (the Whole into four equal Parts being divided) of and in the said Ores and Minerals, which shall arise, be digged and gotten, out of and from any of the Lands, Grounds or Places aforesaid, or any Part or Parts thereof, after the same are spalled, tried, washed, picked, stamped, dressed and made merchantable and fit for Smelting and Refining, free of all Charges for raising the same, or otherwise for and in Lieu of his and their Toll and Farm, and to be had and taken by the said *A.* his Heirs and Assigns, in such Manner as hereafter is mentioned: *To have* and to hold all and singular the said Liberties and Privileges herein before leased, set and to Farm letten as aforesaid, unto the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, from the — Day of — next ensuing the Date hereof, for and during, and unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended: *Yielding* and delivering unto the said *A.* his Heirs and Assigns, the said one full Quarter or fourth Part, (the Whole into four equal Parts being divided) herein before excepted and reserved of all the said Ores and Minerals, which shall be so digged, raised and gotten out of the said Lands and Grounds, or any Part thereof as aforesaid, and in such Manner as hereunder in that Behalf is mentioned: *And to have*, hold and enjoy the Remaining three fourth Parts thereof to their own proper Use and Uses, as aforesaid: *And* it is hereby declared and agreed between the said Parties; and the said *A.* for himself, his Heirs and Assigns, doth hereby covenant and agree to and with the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, that on the — Day of —, which shall be in the Year, *17* and so on the — Day of — in every Year, during the said Term of — he and they will give or leave Notice in Writing, unto or for the said *B. C. D.* and *E.* or to their Agents, at their Works aforesaid, whether he will have or take his fourth Part of the Ore, which shall be digged and raised in that Year, to commence as aforesaid in Kind, or have it smelted and refined, with the other three fourth Parts, belonging to the said *B. C. D.* and *E.* *And* in Consideration of the Lease or Set hereby made, they the said *B. C. D.* and *E.* for themselves, their Heirs, Executors, Administrators and Assigns, do jointly and severally covenant, promise and agree, to and with the said *A.* his Heirs and Assigns, by these Presents, that from Time to Time, during the said Term hereby granted, when and as often as the Quantity of forty Tons of Ore or Minerals, shall be digged, raised and brought above Ground, out of any the Lands or Ground aforesaid; they the said *B. C. D.* and *E.* their Executors, Administrators

Except to the Grantor a fourth Part of the Ores, after the same is dressed yearly.

Habend.

Reddend' the said fourth Part.

Habend' the other three Fourths to their own Use.

The Grantor covenants to give Notice whether he will have the Ore smelted, or in Kind.

The Grantees covenant, that when the Quantity of forty Ton of Ore is dig'd, they to dress it, and give Notice to the Grantor, and they to deliver a Quarter-Part, according as the Grantor shall require it, in Ore smelted or in Kind, &c.

nistrators and Assigns, or their Agents, shall and will, at their own Costs and Charges, spall, try, wash, pick, stamp, dress and make the same merchantable, and fit for Smelting and Refining, and cause the same to be duly weighed, and Entry thereof to be made in a Book for that Purpose, to be kept by their Agents, at their Works, which shall and may, at all convenient Times, during the said Term, be perused by the said *A.* his Heirs or Assigns; and in case the said *A.* his Heirs or Assigns, shall choose to have and give Notice in Writing as aforesaid, that he or they will take his and their fourth Part in Kind; that then they the said *B. C. D.* and *E.* shall and will, from Time to Time, during the said Term, at their like Charge, lay out for, or deliver or cause to be delivered unto the said *A.* his Heirs, Executors, Administrators or Assigns, to his and their own proper Use and Behoof, at the Place where the same shall be dressed and made merchantable, one full Quarter or fourth Part of the said Ores and Minerals, which shall be digged and raised as aforesaid, (the Whole into four equal Parts being divided) as it shall arise

But if the Grantor desires to have it smelted, then the Grantees to do it.

The Grantor paying the Charges of Servants Wages, &c.

Provided, if the Grantor shall require his Part in Kind, and the Grantees neglect or refuse to deliver it, then these Presents to be void.

promiscuously out of the whole Heap, after the same shall be dressed and made merchantable, and weighed, as aforesaid: *But* if the said *A.* his Heirs or Assigns, shall choose to have, and shall give Notice, as aforesaid, that he or they will have his or their fourth Part smelted and refined; that then they the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, or their Servants or Agents, shall and will smelt and refine the said *A.*'s fourth Part of the said Ores and Minerals, together with their own, and will deliver, or cause the same to be delivered to him or them when so smelted and refined, he and they bearing the Charges of Servants Wages, Wear and Tear of Tools, and other incident Charges for smelting and refining thereof, in Proportion, according to his said Part, as the Charges thereof shall appear by the Books of Account of the said *B. C. D.* and *E.* which Books of Account, the said *A.* his Heirs and Assigns, are to have the Liberty to peruse in that Behalf; and they the said *B. C. D.* and *E.* their Executors or Administrators, or their Agents, are in that Behalf to attest upon Oath, if required; which said equal Proportion of the said Charges for Smelting and Refining the said *A.*'s fourth Part of the said Ores, as aforesaid, he the said *A.* for himself, his Heirs and Assigns, doth hereby agree to pay, according as the same shall appear by their Books, as aforesaid. *Provided* always, and these Presents are on this Condition, and it is hereby declared and agreed by and between the said Parties, for themselves, their Heirs, Executors, Administrators and Assigns, that in case the said *A.* his Heirs, shall, at the Time aforesaid, for any Year or Years of the said Term of — Years, choose and give Notice to have his or their fourth Part of the said Ores, which shall, for any such Years, be digged and raised in Kind as aforesaid; and if the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, or their Agents, at the said intended Works, when and so often as the said Quantity of 40 Tons of Ores and Minerals shall be dressed and made fit for smelting and refining, shall neglect or refuse to lay out or deliver, or suffer to be laid out or delivered to the said *A.* his Heirs and Assigns, at the Place where the same shall be so dressed, made merchantable, and weighed, as aforesaid, the said Quarter or fourth Part thereof herein before reserved, to or for the said *A.* his Heirs, Executors, Administrators or Assigns, as aforesaid, and shall continue to refuse, or neglect to lay out and deliver the same after

after twenty Days Notice given to the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, or to their Agents, or some of them, in Writing in that Behalf; or if the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, shall refuse, or neglect effectually to carry on the said Works by the Space of six Months at any one Time during the said Term, unless hindred by Extremity of Water, or by War, Pestilence, or other inevitable Accidents, or casually; that then, and in either of the said Cases, this present Grant or Set, and every thing herein contained, shall be utterly void, and of none Effect, any thing aforesaid to the contrary notwithstanding: And the said *A.* for himself, his Heirs and Assigns, doth covenant, promise and agree to and with the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, by these Presents, that they the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, performing the Covenants herein contained on their Parts to be performed, shall and may at all Times during the said Term of ——— Years, herein before granted, peaceably and quietly have, hold and enjoy, all and every the Premises herein before leased, set, and to Farm let, without any Let, Suit, Trouble or Interruption, of or by the said *A.* his Heirs, Executors, Administrators or Assigns, or any Person or Persons whatsoever lawfully claiming, or to claim, by, from or under him, them or any of them: And that he the said *A.* his Heirs and Assigns, shall and will bear, pay, and sustain the Costs, Charges and Expences of such Actions or Suits as are now depending, or shall be commenced or prosecuted, either at Law, or in Equity, by *L.* and *M.* Executors of the last Will of ———, or either of them, against him the said *A.* or his Under-tenants, or by him against them, or either of them, for or concerning his Title to the said Lands in *Comb-Martin*, or any Part thereof; and in Case the Right of the said Lands, or any Part thereof, Event of such Suit or Suits, be determined against the said *A.* it is hereby agreed no Advantage shall be taken by the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, or any of them, against the said *A.* his Heirs, Executors or Administrators, for any Breach of Covenant in respect thereof, it being intended by all the said Parties to these Presents, that the said *A.* shall hereby grant only what he lawfully may: And it is hereby agreed, that the said *A.* his Heirs and Assigns, shall and will likewise discharge and indemnify them the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, and their Vessels and goods, from and against all Duties and Payments for Wharfage and Anchorage which shall be payable to him the said *A.* or his Heirs, for or in respect of any such Ships or Vessels, which on Account of the said Works shall come into the Harbour or Creek belonging to *Comb-Martin*, as aforesaid: And the said *A.* doth hereby agree with the said *B. C. D.* and *E.* that they shall be at their Liberty whether they will begin to work on the said Mines any Time before the ——— Day of ——— next ensuing the Date hereof, or not, as they shall think fit, any thing aforesaid to the contrary notwithstanding: And the said *A.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *B. C. D.* and *E.* their Executors, Administrators and Assigns, that if the said *B. C. D.* and *E.*

Unless it be by inevitable Accidents.

The Grantor covenants for the Grantees quiet Enjoyment.

And that he will pay all Costs in a Suit depending about the Lands granted.

The Grantees not to take any Advantage thereby.

And indemnify the Grantees from all Duties of Wharfage, &c.

The Grantees to be at Liberty, whether they will begin to dig before such a Time.

The Grantor covenants to renew the Grant upon Request.

or any of them, or any of their Partners concerned in the said Works, shall be desirous to renew and take a further Grant, Term or Interest, of and in the Premises hereby leased, as aforesaid, after the Expiration of the Term hereby granted; and, in the mean Time, shall duly perform the Covenants herein contained on the Parts to be performed, and shall give twelve Months Notice thereof in Writing, into or for the said *A.* his Heirs or Assigns, before the Expiration of the Term hereby granted; that then he the said *A.* his Heirs or Assigns, shall and will, within six Months after such Notice so given, at the Charge of the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, seal and execute unto them, or some of them, a sufficient Grant of all and singular the Premises herein before leased, for such further Term of Years as they shall require, not exceeding — Years, to commence from and after the Expiration of the said Term of — Years hereby granted, at and under the same Reservations, Covenants and Agreements, as are herein contained, (except this present Covenant), they the said *B. C. D.* and *E.* their Executors, Administrators or Assigns, at the same Time sealing a Counter-part thereof to the

The Grantees covenant, that if any Veins of Ore shall lead to the Dwelling-house and Gardens of the Grantor, and if they follow the same, they to make good the Damage thereby.

said *A.* his Heirs or Assigns, which in such Case they covenant and agree to do accordingly: *And lastly*, the said *B. C. D.* and *E.* for themselves, their Executors, Administrators and Assigns, do jointly and severally covenant and agree, to and with the said *A.* his Heirs and Assigns, that in case any of the Veins of Ore shall lead to the Dwelling-house of the said *A.* at *Comb-Martin* aforesaid, or the Gardens or Curtilage belonging thereto, and any Damage shall happen by their digging after and following the same, to the said House, Gardens or Curtilage; in such Case, they the said *B. C. D.* and *E.* shall and will make and give to the said *A.* his Heirs and Assigns, full and reasonable Satisfaction and Recompence for all such Damage as shall happen to come thereto, by such their Works aforesaid. *In Witness, &c.*

Another

Another to dig Mines in certain Downs, or to work a Mine already begun, paying to the Grantor the ninth Dish, or Part of the Ores gotten out of the said Works or Mines.

THIS Indenture made, &c. between A. &c. of the one Part, and B. of, &c. for and on the Behalf of the Proprietors of the joint Stock of the Copper Works of *Upper Redbrook* in the County of —, of the other Part: *Whereas* the said A. is seised of the Inheritance in Fee of and in the Work or Mine, called the *Poole*, within the Tenement of *Tregajerran* in the Parish of — in the County of *Cornwall*: [*Or thus recite*] *Whereas* the said A. is seised of the Inheritance in Fee of and in three Parts, in five Parts divided, or to be divided of and in certain Waste Lands or Downs, commonly called or known by the Name, &c. in the Parish, &c. together with C. who is Lord in Fee of the other two Parts in five Parts of the said Waste Lands or Downs. *Now these Presents witness*, That the said A. for and in Consideration of the great Charges which the said B. must necessarily expend and be at in working the said Mine, and of the Payments and Covenants herein after mentioned and contained, on the Part of the said B. his Executors and Assigns, to be paid and performed, and under the Exceptions and Reservations herein after mentioned, *Hath* given and granted, and in and by these Presents doth give and grant, unto the said B. for himself and Partners, his and their Executors, Administrators and Assigns, free Liberty, Licence and Authority, to dig, search, and work for Tin Ore, Copper Ore, and all other Ores and Minerals, in and through all or any Part of the said Work or Mine, called the *Poole*, [*Or thus*] Lands called the *North Downs*; and the Tin Ore, Copper and other Ores and Minerals there found, to spall or try out on the Grasse, and the poorer Sort thereof to wash and pick or stamp and dress and make good and merchantable, fit for Use, at the Discretion, Costs and Charges of the said B. and Partners, his and their Executors, Administrators and Assigns, and the Tin Ore and Copper Ore, and all other Ores and Minerals, so as aforesaid spalled or tried out, and made merchantable, as aforesaid, after the same shall be weighed, and the Part hereafter reserved laid out for the said A. his Heirs and Assigns, to have, take, carry away and convert to his and their own Use and Behoof, excepting and reserving out of this present Grant or Set, unto the said A. his Heirs and Assigns, the ninth Dish, or Part the Whole into nine equal Parts being divided, of all such Tin Ore and Copper Ore, and other Ores, as shall at any Time hereafter be digged or gotten out of the said Mine by the said B. and Partners, his or their Executors, Administrators or Assigns, by Way or in Lieu of his or their Toll and Farm: *To have* and to hold all and singular the said Premises, with all and singular the Appurtenances (except before excepted) unto the said B. and Partners, his and their Executors,

Recite that the Grantor is seised of a Mine.

Now, &c.

Grant of the Liberty to dig, &c.

Except the ninth Dish for the Grantor.

Habend.

Y y y

Admi-

Reddend. the ninth
Dish aforesaid.

The Grantee cove-
nants to carry on
the same, and to lay
out the Grantor's
Share.

And to give Notice
of weighing thereof.

And if the Grantee
neglects to carry on
the Works, or neg-
lects or refuses to
lay out the Gran-
tor's Share, or to
give Notice of
weighing thereof,
&c. then these Pre-
sent, to be void.

Administrators and Assigns, from the Day of the Date hereof, for and during the Term of twenty-one Years next ensuing the Date hereof, and fully to be compleat and ended: The said *B.* and Partners, his or their Executors, Administrators and Assigns, *Yielding*, paying and laying out to and for the said *A.* his Heirs and Assigns, the ninth Dish, or Part of the Whole, into nine equal Parts being divided, of all and singular the Tin Ore, Copper Ore, and all other Ores and Minerals, which shall be digged or gotten out of the said Work or Mine [*or Lands*], by Virtue of these Presents, after the same is spalled or tried out, washed and picked, or stampd or dressed, and made merchantable, for his and their Part, by Way or in Lieu of Toll and Farm, as aforesaid: *And* the said *B.* doth by these Presents, for himself, and for and on the Behalf of his said Partners, his and their Heirs, Executors and Assigns, and every and either of them, covenant, grant, promise and agree, to and with the said *A.* his Heirs and Assigns, in Manner and Form following (*that is to say*) that he the said *B.* his Executors, Administrators or Assigns, shall and will, from Time to Time, during the Term hereby granted, carry on, and cause effectually to be wrought the said Work or Mine called the *Poole*: [*Or thus*] called the — within the said Lands called the *North Downs*, and all other Copper Lands or Mines, which, from Time to Time, shall be found or discovered in the said Lands, by him or them, during the said Term; and shall and will well and duly lay out and deliver unto the said *A.* his Heirs and Assigns, the said ninth Dish of all Tin Ore and Copper Ore, and of all other Ores and Minerals which shall be digged or gotten out of the said Work or Mine [*or Lands*], from Time to Time, during the said Term, after the same is cleansed and made merchantable, by the said *B.* and Partners, his or their Executors and Assigns, as aforesaid: *And* further, shall and will give unto the said *A.* his Heirs and Assigns, his and their Agent or Toller, three Days Notice of every Division or Weighing of the said Tin Ore or Copper Ore, and of all other Ores and Minerals, before the same shall be divided and weighed, from Time to Time, during the said Term, which shall be so always weighed and divided, when — Tons shall be raised and brought to Grads and spalled and made merchantable: *And* if it shall happen the said *B.* and Partners, his or their Executors, Administrators or Assigns, shall neglect or refuse effectually to carry on and work the said Work or Mine, called the *Poole*: [*Or thus*; called — and other the Copper Works now found, or which hereafter shall or may be found or wrought in the said Waste Lands by Virtue of these Presents, or some of them,] by the Space of — Months in any Year, during the said Term, unless hinder'd by Extremity of Water, or in dressing and making merchantable the said Ores or Minerals; or if the said *B.* and Partners, his or their Executors or Assigns, shall neglect or refuse to lay out and deliver unto the said *A.* his Heirs and Assigns, the said ninth Dish, or Part of the said Ores and Minerals hereby reserved, as aforesaid, from Time to Time, when, and as often as the same shall be divided and weighed, during the said Term; or if the said *B.* and Partners, his or their Executors, Administrators or Assigns, shall neglect or refuse to give Notice unto the said *A.* his Heirs or Assigns, of every Division and Weighing the said Ores and Minerals, three Days before

before every Division, whereby the said *A.* his Heirs and Assigns, may be able to attend, and see an equal Division thereof be duly made, or shall take and carry away any of the said Tin Ore and Copper Ore, or other Ores and Minerals, before such Division, and Part laid out, and Notice given, as aforesaid, during the said Term; then, and in such Case, for all, any, or either of the Causes aforesaid, this present Grant, and every Article, Clause, Matter and Thing herein contain'd, is to cease, determine and be utterly void, to all Intents and Purposes; and then, and in such Case, for all, any, or either of the Causes aforesaid, it shall and may be lawful to and for the said *A.* his Heirs and Assigns, into all and singular the Premises hereby granted, to re-enter, and the same to have again, retain, repossess, and enjoy, as in his and their former Right and Estate, any thing herein contained in any wise notwithstanding: And it is further agreed by and between the said Parties, and the said *A.* for himself, his Heirs, Executors and Assigns, doth covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, that he and they shall and may, during the said Term, have, take and keep, to his and their own Use and Benefit, the said ninth Dish, or Part of all the Copper Ore which shall from Time to Time be digged, or gotten out of the said Work or Mine, after the same is spalled, washed or picked, weighed and layed out as aforesaid, at and after the Rate or Price of — *l.* of lawful, &c. *per* Ton, each Ton to contain 21 Hundred Weight to the Ton; which said Sum or Price of — *l.* *per* Ton, the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant and agree, to and with the said *A.* his Heirs, Executors and Assigns, from Time to Time, during the said Term, truly to pay, or cause to be paid, to him or them, for each and every Ton of Copper Ore, which the said ninth Dish thereof, to be weighed and layed out as aforesaid, shall amount unto within ten Days after the same shall be weighed, and before the same shall be taken and carried away by the said *B.* his Executors, Administrators, Agents or Assigns. *In Witness, &c.*

And in such Case the Grantor may re-enter.

The Grantor to take his Share of Copper Ore at — *l.* *per* Ton, which Price the Grantee to pay within — after the same is weighed.

Note, That the Word Partners should be left out all through, except at first.

Y y y y 2

Grant

Grant of a Moiety of several Mines, paying to the Grantor a fifth Part for Toll, and a Sum of Money out of the first Profits, the Charge of working the Mines to be equal; and likewise the Profits to be divided equally, and the Grantee to have an equal Benefit of an Agreement already made between the Grantor and another Person. [Vide the Margin.

Consideration of a Sum of Money paid.

Grant of Moieties of several Ores, which shall be gotten in such Mines.

And likewise of the Tools and Instruments of digging.

With Liberty to search.

And a Moiety of the Profits, which shall be made thereby, as well in Respect of an Agreement made between the Grantor and another Person, as otherwise.

THIS Indenture made, &c. between *A.* of, &c. of the one Part, and *B.* &c. of the other Part, *Witnesseth*, That as well for and in Consideration of the Sum of — *l.* of lawful, &c. to him the said *A.* in Hand, at or before Sealing and Delivery hereof, by the said *B.* well and truly paid; the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *B.* his Executors, Administrators and Assigns, for ever by these Presents; as also in Consideration of the other Payments, Covenants and Agreements herein after contained, by and on the Part of the said *B.* his Executors, Administrators and Assigns, to be paid and performed, and of the Costs and Charges, which the said *B.* must necessarily expend and be at, towards the Working of the Mines or Works hereunder mentioned; hath given, granted, bargained and sold, and by, &c. doth give, &c. unto the said *B.* his Executors, Administrators and Assigns, one full Moiety or Half-part, of and in the Adventure, and of and in all Copper Ore, Tin Ore, and all other Ores and Minerals, which shall be found dug, or be gotten in, from and out of certain Lands, called — Down or — Wood, containing about — Acres, bounded by, &c. and are lying and being in the Parish, &c. and in, from and out of all Mines, which are and shall be found therein, or in any Part thereof: *And* likewise of all Implements, Tools and Instruments, for digging and raising the said Ores, and working the said Mines or Adventure, and now used in and about, and belonging to the same, (*mentioned in the Inventory hereon endorsed*): *And* together with free Liberty, Licence and Authority, to dig, search and work for Copper Ore, Tin Ore, and all or any other Ores and Minerals, in and through all or any Part of the said Lands, in any of the Works and Mines already discovered, or that shall hereafter be discovered, in and throughout all or any Part of the said Lands, called — Downs or — Wood, or any of them, and the said Ores and Minerals there found, to spall and try, wash, pick, stamp and dress, and to make fit for Use, and merchantable, in and at the said Works: *And* the Moiety or Half-part of all Profits, Gains and Advantages, which shall arise or be made, and gotten by the said Adventure, Works and Mines, and of the Ores and Minerals there found: As well in Respect of the Contract or Agreement, made between *C. A.* and — of, &c. for and on the Behalf of the Joint Stock of the Copper Works

Works of *Upper Redbrook*, herein after mentioned, as otherwise howsoever, after all Charges in Respect thereof are allowed and deducted thereout: *And* after deducting thereout to and for the said *A.* his Heirs and Assigns, one full fifth Part (the whole Moie-ty into five equal Parts being divided) of all such Ores and Mine- rals, as shall at any Time be digged, or gotten out of the said Lands, Works and Mines, or any of them, free of all Charges, for raising the same, for and in Lieu of Toll and Farm, to be for that Purpose, weighed and laid out for the said *A.* his Heirs and Assigns: *To have* and to hold the Premises before granted and sold unto the said *B.* his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during, and unto the full End and Term of — Years, from thence next ensuing, and fully to be compleat and ended: *Yielding* and laying out to and for the said *A.* his Heirs and Assigns, one full fifth Part (the whole Moie-ty into five equal Parts being divided) of all and singular the Ores and Minerals, which shall be so digged and gotten out of the said Works or Mines, free of all Charges of raising the same: *And* the said *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A.* his Executors, Administrators and Assigns, by these Presents, as followeth; (*that is to say*) that in Consideration of the Premises so granted and sold as aforesaid, he the said *B.* his Executors, Ad- ministrators and Assigns, or some of them, shall and will truly pay or cause to be paid unto the said *A.* his Heirs, Executors, Admin- istrators or Assigns, the Sum of — *l.* of lawful, *&c.* on the — Day of — next, *&c.* and the Sum of 200 *l.* more of like Money, out of the first clear Profits, which shall arise and accrue unto or be made by the said *B.* his Executors or Assigns, by, for and out of the said Moie-ty of the said Works and Mines, granted and sold as aforesaid: *And* that he the said *B.* his Executors, Ad- ministrators or Assigns, shall and will from Time to Time, and at all Times, during the said Term and Time hereby granted, lay out and deliver unto and for the said *A.* his Heirs and Assigns, or his or their Agent or Toller, the said one full fifth Part of all Ores and Minerals before reserved, which ought to be laid out and de- livered to him and them, for and out of the said Moie-ty or Half- part before granted and sold, of all such Ores and Minerals, that shall be digged or gotten from and out of the said Lands, Works or Mines aforesaid, or any of them, from Time to Time, during the said Term and Time aforesaid, free of all Charges, for raising the same: *And* it is mutually covenanted, declared and agreed, by and between the said Parties, and each of them the said *A.* and *B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the other of them, his Executors, Administrators and Assigns, by these Presents, as fol- loweth, *viz.* that they the said *A.* and *B.* their Executors, Admin- istrators and Assigns, respectively, shall and will carry on the said Works jointly, at their joint Charge; and that each of them, his Executors, Administrators and Assigns, shall and will, bear and pay the one full and equal Moie-ty or Half-part of all Costs, Charges and Expences, for and about working all and any such Mines,

After deducting the Charges; and also a fifth Part for the Grantor in Lieu of Toll.

Habend.

Yielding, *&c.* the said fifth Part.

And paying a Sum of Money out of the first Profits.

The Grantee to lay out the said fifth Part for Toll.

Mutual Covenant for each to pay an equal Part of all Charges.

And to indemnify each other therefrom.

To give to each other a just Account.

And to permit each other to take a Moiety.

Saving to the Grantor his fifth Part for Toll.

Provided, and it is mutually agreed, that if the Grantee refuse to pay his Half of the Charge by the Space of — after Request.

Or refuse to lay out the said fifth Part for Toll.

Then this Grant to be void.

Recital of an Agreement with another Person.

Now, &c. the Grantor may do every Thing in Performance thereof.

Mines, which are and shall be found in any of the Lands aforesaid, and in and about digging and getting Ores and Minerals thereout, and all other Charges and Damages, by and in Respect thereof, and of the Works and Adventure aforesaid, when and at such Times, as the same ought to be paid; and that each of them, his Executors, Administrators and Assigns, will discharge and indemnify the other of them, his Heirs, Executors, Administrators and Assigns therefrom; and that they shall and will make and give unto each other, a just and true Account of all Ores and Minerals, which shall from Time to Time be digged and found, by any of their Servants, Agents or Workmen, in, from and out of the said Lands, Works and Mines, or any Part thereof: *And* that each of them, shall and will permit and suffer the other of them, his Executors, Administrators and Assigns, to have, take, receive and enjoy the Moiety or Half-part of all Ores and Minerals, which shall be found digged, raised and gotten, in, from and out of the said Lands, Works and Mines aforesaid, and all Benefit and Advantage thereby, to his and their own Uses, saving and reserving nevertheless to the said *A.* his full fifth Part of the said Moiety of the said Ores and Minerals, so sold to the said *B.* for his Toll or Farm, as aforesaid: *Provided* nevertheless, and it is mutually declared and agreed, by and between the said Parties, for themselves, their Executors, Administrators and Assigns, that if the said *B.* his Executors, Administrators and Assigns, shall at any Time or Times, during the Term and Time aforesaid, refuse or neglect to pay, his or their equal ———— Moiety or Half-part, of the Charge of Digging, Working and Carrying on the Works, Mines and Adventures aforesaid, for the Space of ———— Months, after Notice or Request to him or them in that Behalf, to be given at his or their Dwelling, &c. Or shall neglect or refuse to lay out, or suffer to be laid out or delivered to or for the said *A.* his Heirs or Assigns, the said fifth Part of the said Moiety of all Ores and Minerals, which shall be found digged and raised, from and out of the said Works and Mines, as aforesaid; that then and in either of the said Cases, this present Grant, and every Thing herein contained, shall be void and of none Effect, to all Intents and Purposes, any Thing aforesaid to the contrary notwithstanding: *And whereas* by a certain Writing or Agreement, bearing Date the, &c. the said *A.* hath agreed with the aforesaid ———— for and on the Behalf of the Joint-Stock of the Copper Works of *Upper Redbrook*, that the said ———— is to have all the Copper Ore, that shall be raised by the said *A.* his Heirs or Assigns, in, from or out of the Lands aforesaid, for the Space of ———— Years, for which the said ———— hath thereby agreed to pay for every Ton thereof, which shall be made merchantable, accounting twenty-one hundred Weight to each Ton ———— within ———— Days after the same is weighed, and before it is carried away or removed, as therein is mentioned, as thereby amongst other Clauses and Agreements therein contained, Release being thereunto had, may at large appear. *Now* it is hereby further mutually covenanted, declared and agreed, by and between the said Parties, for themselves, their Executors, Administrators and Assigns, that he the said *A.* his Heirs and Assigns, notwithstanding these Presents, and the Grant and Sale thereby

thereby made, shall and may sell and deliver all such Copper Ore, which shall be found digged and raised, in, from and out of the said Lands, unto the said — his Executors and Administrators, in Compliance with the said recited Writing or Agreement, during the now Remainder of the Term therein mentioned: *And* the said *A.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *B.* his Executors, Administrators and Assigns, that he the said *A.* his Heirs, Executors, Administrators or Assigns, shall and will, pay unto or permit the said *B.* his Executors, Administrators and Assigns, from Time to Time, to have and receive of and from the said —, and the Proprietors of the said Joint-Stock, for the said Work of *Upper Redbrook*, one full Moiety of all the clear Profits and Monies, which shall arise, accrue, and be made of and for the said Copper Ore, sold, and which shall be delivered according to the said Reciting or Agreement; and all other Profits and Advantages, by and in Respect of the said Agreement, as the same shall become due, and be paid thereon; and will not at any Time release or discharge the said Writing or Agreement, but with the Consent in Writing, under the Hand and Seal of the said *B.* his Executors or Assigns, for that Purpose first had. *In Witness, &c.*

And the Grantor covenants to permit the Grantee to receive Half the Profits.

And he not to release the said Agreement, without the Consent of the Grantee.

THE

THE INDEX.

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F I N I S.

E. R. S.

12/10/17.
